

The Gazette of India

497

PUBLISHED BY AUTHORITY

No. 28] NEW DELHI, SATURDAY, JULY 11, 1959/ASADHA 20, 1881

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 30th June 1959 :—

Issue No.	No. and date	Issued by	Subject
99	S.O. 1477, dated 27th June, 1959.	Ministry of Finance.	Nomination of Dr. Triguna Sen, Calcutta, and Shri Bharat Ram, New Delhi, as Directors of the Central Board of the State Bank of India.
	S.O. 1478, dated 27th June, 1959.	Do.	Nomination of persons to be respectively members of the State Bank of India, Bombay, Calcutta, Madras and Delhi Local Boards.
100.	S.O. 1479, dated 30th June, 1959.	Ministry of Labour and Employment.	Extending the period of operation of the award of the Industrial Tribunal, Bombay, published as S.R.O. 1824, dated the 22nd May, 1957.
101.	S.O. 1524, dated 2nd July, 1959.	Ministry of External Affairs.	The State of Pondicherry (Representation of the People) Amendment Order, 1959.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 3rd July 1959

S.O. 1530.—In continuation of the Election Commission's notification No. 82/444/57/8541 dated the 27th June, 1958, published in the Extraordinary issue of the

Gazette of India, Part II, Section 3 dated the 2nd July, 1958 the Election Commission hereby publishes for general information a copy of the Judgment dated the 20th May, 1959, delivered by the Supreme Court of India in Civil Appeal No. 89 of 1959, *Shri Digambar Rao Bindu Vs. Shri Dev Rao Kamble and others*.

IN THE SUPREME COURT OF INDIA

CIVIL APPEAL No. 89 OF 1959

Shri Digambar Rao Bindu.—Appellant.

Versus

Shri Dev Rao Kamble & Ors.—Respondents.

JUDGMENT

GAJENDRAGADKAR J.

This appeal by special leave arises from an election petition filed by Mr. Bindu (hereinafter called the appellant) challenging the validity of the election of Mr. Sonule (hereinafter called respondent 2) to the House of the People from the Parliamentary Constituency of Nanded in the State of Bombay. This constituency is a two member constituency, one seat being reserved for the scheduled castes and the other being general. In the last General Election held in 1957 the appellant, Mr. Kabra (hereinafter called respondent 3), Mr. Kamble (hereinafter called respondent 1) and respondent 2 had offered themselves as candidates from the said constituency. The voting at this constituency took place between March 2, 1957, and March 11, 1957. The counting of votes showed that the appellant and respondents 1 to 3 had polled 1,46,686, 1,77,263, 1,49,663 and 1,32,075 votes respectively. On March 23, 1957 the returning officer declared that respondent 1 had been elected to the reserved seat and respondent 2 to the general seat. It is this declaration of the election of respondent 2 to the general seat that was challenged by the appellant in his election petition.

The Election Tribunal at Nagpur which tried this petition rejected the appellant's contention that since respondent 2 had offered himself as a candidate for the reserved seat he could not claim to be elected to the general seat. In the result the petition filed by the appellant was dismissed. The appellant then appealed to the High Court of Bombay and raised the same contention before it. The High Court agreed with the conclusion of the Election Tribunal and so dismissed the appeal preferred by the appellant. It is against this decision that the present appeal by special leave has been preferred.

The point which the appellant seeks to raise in this appeal is covered by our decision in the case of *Shri V. V. Giri V. Dippala Suri Dora and Ors.* (1). Indeed this appeal and the appeal preferred by Shri Giri were heard together and it was conceded by the appellant in the present appeal that the decision of this appeal would be governed by our decision in the said appeal. Since we have held in the said appeal that a member of the scheduled tribes or castes does not become ineligible to contest election to the general seat merely because he makes the prescribed declaration under s. 33(2), it follows that the present appeal cannot succeed.

In the result the order passed by the High Court is confirmed and the appeal is dismissed with costs in favour of respondent 2.

(Sd.) B. P. SINHA, J.

(Sd.) JAFU INAM, J.

(Sd.) P. B. GAJENDRAGADKAR, J.

(Sd.) K. N. WANCHOO, J.

Dated, the 20th May, 1959.

(1) Civil Appeal No. 539 of 1958; Judgment delivered on 20th May, 1959.

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 89 OF 1959

Shri Digamber Rao Bindu.—*Appellant.**Vs.*Shri Dev Rao Kamble and Ors.—*Respondents.*

KAPUR, J.

The question to be decided in this appeal is the same as in Civil Appeal No. 539 of 1958 and there I have given the opinion that election is to fill a seat and consequently this appeal is allowed with costs.

New Delhi, the 20th May, 1959.

(Sd.) J. L. KAPUR, J.

[No. 82/444/57/11950.]

By Order,

DIN DAYAL, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 6th July 1959

S.O. 1531.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 72 of the States Reorganisation Act, 1956 (37 of 1956), the President hereby declares,—

(a) that from and out of the Consolidated Fund of the State of Himachal Pradesh, the sums specified in column 4 of the Schedule annexed to this notification amounting in the aggregate to the sum of twenty-three lakhs, thirty-eight thousand, nine hundred and forty four rupees shall be deemed to have been duly authorised to be paid and applied to meet the amount spent for defraying the charges in respect of the services specified in column 2 of the Schedule during the financial year ended on the 31st day of March, 1955, in excess of the amounts granted for those services and for that year; and

(b) that the sums deemed to have been authorised to be paid and applied from and out of the Consolidated Fund of the State of Himachal Pradesh under this notification shall be deemed to have been appropriated for the services and purposes expressed in the Schedule in relation to the financial year ended on the 31st day of March, 1955.

THE SCHEDULE

Sr. No.	Services and Purposes	Heads of Accounts	Excess		
			Voted portion	Charged portion	Total
1	2	3	4	5	6
			Rs.	Rs.	Rs.
1	7. Other Taxes and Duties	13—Other Taxes and Duties	705	..	705
2	12. Scientific Deptts.	36—Scientific Departments	13	..	13
3	21. Other Civil Works	40—Civil Works	23,03,710	..	23,03,710
4	26. Stationery and Printing.	56—Stationery & Printing	2,132	..	2,132
5	39. Capital Outlay on Electricity Schemes	81-A—Capital Outlay on Electricity Schemes	32,384	..	32,384
		TOTAL	23,38,944	..	23,38,944

S.O. 1532.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 72 of the States Reorganisation Act, 1956 (37 of 1956), the President hereby declares—

- (a) that from and out of the Consolidated Fund of the State of Himachal Pradesh, the sums specified in column 4 of the Schedule annexed to this notification amounting in the aggregate to the sum of forty lakhs, fifty-two thousand, two hundred and thirty-five rupees shall be deemed to have been duly authorised to be paid and applied to meet the amount spent for defraying the charges in respect of the services specified in column 2 of the Schedule during the financial year ended on the 31st day of March, 1956, in excess of the amounts granted for those services and for that year; and
- (b) that the sums deemed to have been authorised to be paid and applied from and out of the Consolidated Fund of the State of Himachal Pradesh under this notification shall be deemed to have been appropriated for the services and purposes expressed in the Schedule in relation to the financial year ended on the 31st day of March, 1956.

THE SCHEDULE

Sr. No.	Services and purposes	Heads of Accounts	Excess		
			Voted portion	Charged portion	Total
1	2	3	4	5	6
			Rs.	Rs.	Rs.
1	1—Land Revenue	7—Land Revenue	16,746	..	16,746
2	9—General Administration	25—General Administration	4,364	522	4,916
3	22—Other Civil Works	50—Civil Works	16,52,542	..	16,52,542
4	26—Superannuation Allowances and Pensions	55—Superannuation Allowances and Pensions	27,234	..	27,234
5	27—Stationery & Printing	56—Stationery and Printing	2,145	..	2,145
6	33-A—Capital Outlay on Industrial Development.	72—Capital Outlay on Industrial Development	5,50,000	..	5,50,000
7	35—Capital Outlay on Electricity Schemes	81-A.—Capital Outlay on Electricity Schemes	14,10,194	..	14,10,194
8	Charges on account of Repayment of Debts.	Repayment of Debt.	..	3,88,458	3,88,458
TOTAL			36,63,225	3,89,010	40,52,235

[No. F. 18(16)-B/59.]

SHIV NAUBH SINGH, Jt. Secy.

CENTRAL BOARD OF REVENUE**INCOME-TAX***New Delhi, the 30th June 1959*

S.O. 1533.—In exercise of the powers conferred by sub-section (2) of section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby directs that

- (a) The Commissioner of Income-tax, West Bengal, shall also perform all the functions of a Commissioner of Income-tax in respect of all classes of persons or of all classes of income or of all classes of cases in the Union Territory of the Andaman and Nicobar Islands, and
- (b) the said Commissioner shall be re-designated as the Commissioner of Income-tax, West Bengal and the Andaman and Nicobar Islands.

[No. 80 (F. No. 55/207/58-IT).]

S.O. 1534.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), and in partial modification of all previous notifications on the subject the Central Board of Revenue hereby directs that with effect from the fore-noon of 25th June 1959 Shri T. Gopala Menon a Commissioner of Income-tax, shall perform all the functions of Commissioner of Income-tax in respect of such areas or of such person or classes of persons or such incomes or classes of incomes or such cases or classes of cases as are comprised in the Income-tax Circles, Wards or Districts in the State of Uttar Pradesh:

Provided that he shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Revenue to any Income-tax Authority subordinate to him:

Provided further that he shall not perform his functions in respect of such persons or such cases as have been or may be assigned to any Income-tax Authority outside his jurisdictional area.

While performing the said functions the said Shri Menon shall be designated as the Commissioner of Income-tax, Uttar Pradesh with headquarters at Lucknow.

Explanatory Note

Note.—The amendments have become necessary due to a change in the incumbent of Commissioner's post.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 81 (F. No. 55/27/59-IT).]

S.O. 1535.—In exercise of the powers conferred by sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following further amendments in the Schedule appended to its notification S.O. 660 No. 35-Income-tax, dated the 22nd April 1958, namely:—

In the Schedule under the sub-head "I-Andhra Pradesh", against

(a) 'A' Range, Hyderabad: (i) for the existing entry "3. 'E'-Ward, Hyderabad" the following entry shall be substituted, namely:—

"3. Income-tax cum Wealth-tax Circle No. 1, Hyderabad."

(ii) after the existing entry "7. Kurnool" the following entry shall be added, namely:—

"8. Income-tax cum Wealth-tax Circle No. III, Hyderabad."

(b) 'B' Range, Hyderabad: (i) for the existing entry "4. Multi Purpose Project Circle, Hyderabad", the following entry shall be substituted, namely:—

"4. Income-tax cum Wealth-tax Circle No. II, Hyderabad-Dn."

(ii) the existing entry "5. D-Ward, Hyderabad" shall be deleted; and

(iii) the subsequent entries "6, 7, 8 and 9" shall be renumbered as "5, 6, 7, 8".

These amendments shall come into force from the 15th June 1959.

Explanatory Note

Note.—The amendments have become necessary on account of the creation of new Income-tax Circles in place of the old Circles.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 82 (F. No. 50/18/59-IT).]

D. V. JUNNARKAR, Under Secy.

CENTRAL EXCISE COLLECTORATE, BARODA**CENTRAL EXCISE (TOBACCO)**

Baroda, the 15th June 1959

S.O. 1536.—In exercise of the powers conferred on me under Rules 15 and 16 of the Central Excise Rules, 1944, read with Rule 233 *ibid*, I hereby notify in furtherance of this Collectorate Central Excise Notification No. 2/1958, dated 15th March, 1958, that no declaration will be necessary under the said Rules 15 and 16 respectively, in respect of unmanufactured tobacco grown in areas not exceeding 10 cents and cured in quantities not exceeding 40 pounds in the villages shown in Column 6 of the Table set out below:—

Sr. No.	Name of the C.E. Division.	Name of the C.E. Circle	Name of the Revenue Distt.	Name of the Taluka.	Names of the revenue villages exempted under Rules 15 and 16.
1.	Baroda	Baroda I	Baroda	Baroda	1. Danteshwar. 2. Chikhodra. 3. Dhaniavi. 4. Rabhipura. 5. Sarar. 6. Kashipura. 7. Raman Gamdi. 8. Ankl. 9. Fazalpur. 10. Dolatpura. 11. Ajitpura. 12. Salod. 13. Runvad. 14. Mastpur. 15. Samasabad. 16. Alamgarh. 17. Kajapur. 18. Halampura. 19. Meghaku. 20. Kankul. 21. Khatamba. 22. Shankarpura. 23. Ahladpura. 24. Diwallipura. 25. Ratanpura. 26. Wadadia. 27. Sunderpura. 28. Khalipura. 29. Rajharpura. 30. Gosindra. 31. Tatarpura. 32. Sultanpura. 33. Por. 34. Hansjipura. 35. Itola. 36. Jobhan Tekri. 37. Untiya. 38. Kapuri. 39. Warsala. 40. Karari. 41. Vora Gindi. 42. Warjipura. 43. Fatepura.

[No. 2/59.]

R. PRASAD, Collector.

MINISTRY OF COMMERCE AND INDUSTRY

Bombay, the 13th June 1959

S.O. 1537.—In exercise of the powers conferred on me by sub-clause (1) of clause 3 of the Cotton Control Order, 1955, and in amendment of Schedule 'B' of the Textile Commissioner's Notification No. S.O. 2076 dated the 27th August, 1958, I hereby appoint Shri Tricamdas Chhabildas *vice* Shri R. B. Desai, deceased.

(Sd) D. S. JOSHI,
Textile Commissioner.

[No. 24(6)-TEX(A)/59.]

V. V. NENE, Under Secy.

New Delhi, the 26th June, 1959

S.O. 1538.—In exercise of the powers conferred by sub-section (3) of section 1 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby appoints the 1st day of October 1959, as the date on which the provisions of the said Act in so far as they relate to units of mass shall come into force in respect of transactions involving sale and purchase of goods in the areas in the State of Bombay specified below.

*Areas in the State of Bombay in which metric weights will be introduced
on 1st October 1959*

Municipal Areas of Surat, Thana, Parnel, Ratnagiri, Satara, Himatnagar, Palanpur, Godhra, Bhavnagar, Anand, Jamnagar, Surendranagar, Broach, Junagadh, Bhuj, Amreli, Chanda, Buldhana, Bhandara, Prabhani, Bhil, Osmanabad, Dhulia, Nasik, Ahmednagar, Sangli, Nanded, Jalgaon and Mehsana.

[No. SMC-15(10)/59/1.]

S.O. 1539.—In exercise of the powers conferred by section 14 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby permits, in respect of the areas referred to in the notification of the Government of India in the Ministry of Commerce and Industry, S.O. No. 1538, dated the 26th June 1959 the continuance of the use, for a period of two years from the 1st day of October 1959, of any weight or measure which, immediately before that day, was in use in respect of the said areas.

[No. SMC-15(10)/59/2.]

S.O. 1540.—In exercise of the powers conferred by sub-section (3) of section 1 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby appoints the 1st day of April, 1960 as the date on which the provisions of the said Act in so far as they relate to units of mass shall come into force in respect of factories engaged in the manufacture of Vanaspathi in so far as they undertake sale of Vanaspathi.

[No. SMC-15(12)/59/1.]

S.O. 1541.—In exercise of the powers conferred by section 14 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby permits, in respect of undertakings mentioned in the Notification of the Government of India in the Ministry of Commerce and Industry S.O. No. 1540, dated the 26th June 1959 the continuance of the use, for a period of 6 months from the 1st day of April, 1960 of any weight which, immediately before that date, was in use in respect of the said undertakings.

[No. SMC-15(12)/59/2.]

K. V. VENKATACHALAM, Jt. Secy..

New Delhi, the 30th June 1959

S.O. 1542.—In exercise of the powers conferred by sub-rule (1) of rule 6 of the Khadi and Village Industries Commission Rules, 1957, the Central Government hereby appoints Shri A. W. Sahasrabudhe, as a member of the Khadi & Village Industries Commission, in the vacancy caused by the resignation of Shri Shriman Narayan.

[No. 4(2)/59-KVE.]

NAGENDRA BAHADUR, Jt. Secy.

COFFEE CONTROL

New Delhi, the 1st July 1959

S.O. 1543.—In exercise of the powers conferred by clause (v) of sub-section (2) of Section 4 of the Coffee Act, 1942 (7 of 1942), read with rule 4(1) of the Coffee Rules, 1955, the Central Government hereby notifies that Shri P. M. Mathew, Director of Agriculture, Government of Kerala, has been nominated to the Coffee Board to represent that Government on the said Board in the vacancy caused by the resignation of Shri K. Sivasankara Menon, retired Director of Agriculture.

2. His term of office will expire on the 18th September, 1961.

[No. 1(3)Plant(B)/58.]

A. J. KIDWAI, Dy. Secy.

New Delhi, the 6th July 1959

S.O. 1544.—In exercise of the powers conferred by section 8 of the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950), the Central Government hereby directs that in the Schedule to the said Act, after item 12, the following item shall be added, namely:—

“13. The name, emblem or official seal of the World Meteorological Organisation”.

[No. F.13(12)-TMP/59.]

K. RAJARAMAN, Under Secy.

ORDER

New Delhi, the 30th June 1959

S.O. 1545/IDRA/6/6.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints Shri P. Balachandra Menon, General Secretary Kerala State Trade Union Council, Plantation Grove, Trivandrum and Vice-President, All-India Trade Union Congress, as a member of the Development Council for the scheduled industries engaged in the manufacture and production of electric fans, electric lamps, electronic equipment, household appliances, (such as electric irons, heaters and the like) storage batteries, dry batteries, telephones, telegraphic equipment, etc. established by the Order of the Government of India in the Ministry of Commerce and Industry S.O. 1030, dated the 1st May, 1959, and directs that the following amendment shall be made in the said Order, namely:—

In paragraph 1 of the said Order, after entry No. 17 relating to Shri G. D. Joglekar, the following shall be inserted, namely:—

“17A. Shri P. Balachandra Menon,
General Secretary,
Kerala State Trade Union Council,
Plantation Grove,
Trivandrum.

Persons employed Member”
in industrial
undertakings.

[No. 4(75)IA(II)(G)/58.]

New Delhi, the 2nd July 1959

S.O. 1546/IDRA/6/10/Am.(2)—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints Shri B. Maitra, Director, Calcutta Chemical Co. Ltd., 35, Panditia Road, Calcutta-29, as a member of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry S.O. 953, dated the 24th April, 1959, for the scheduled industries engaged in the manufacture or production of Alkalis and allied industries, and directs that the following amendment shall be made in the said Order, namely:—

In paragraph 1 of the said Order after entry No. 13 relating to Dr. M. D. Parekh, the following entry shall be inserted, namely:—

“13A. Shri B. Maitra, Director, Calcutta Chemical Co. Ltd., 35, Panditia Road, Calcutta-29.	Consumers	Member”
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[No. 4(5)IA(II)(G)/59.]

CORRIGENDUM

New Delhi, the 2nd July 1959

S.O. 1547/IDRA/6/16—In the Ministry of Commerce and Industry S.O. 1227/IDRA/6/16/Am(1) dated the 23rd May, 1959, entry No. 9C shall be read as follows:

Shri K. D. Churiwala Hindustan Motors Ltd., 8, India Exchange Place, Calcutta—1.

[No. 4(17)IA(II)(G)/59.]

A. K. CHAKRAVARTI, Under Secy.

ORDER

New Delhi, the 2nd July 1959

S.O. 1548/IDRA/18G/29/59—In exercise of the powers conferred by sub-section (1) of section 25 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby directs that the powers exercisable by it under section 18G of the said Act, shall, in relation to the control of supply, distribution and price of cement in the State of Punjab, be exercisable also by the State Government of Punjab subject to the conditions

- (1) that the said powers shall be exercised by the State Government with the prior concurrence of the Central Government, and
- (2) that no order made by the State Government in exercise of the powers so delegated shall have effect in so far as such order is repugnant to any order made by the Central Government under the said section 18G.

[No. Cem-15(8)/58.]

P. S. KOTDA SANGANI, Under Secy.

(Indian Standards Institution)

New Delhi, the 30th June 1959

S.O. 1549.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that 4 licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Serial No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article covered by the Licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-29 1-7-57	16-7-59	15-7-1960	M/s. Tata-Fisor Private Ltd., Bombay House, Bruce St., Bombay-1.	DDT Dusting Powders DDT Water Dispersible Powders Concentrates.	IS : 564-1955 Specification for DDT Dusting Pow- ders. IS : 565-1955 Specification for DDT Water Dispersi- ble Powder Con- centrates.
2	CM/L-90 20-6-1958	1-7-59	30-6-1960	The National Screw & Wire Products Ltd., Stephen House, 4 Dalhousie Square, East, Calcutta.	Hard-Drawn Solid and Stranded Circular Con- ductors for Overhead Po- wer Transmission Pur- poses.	IS : 282-1951 Specification for Hard-Drawn Solid and Stranded Circular Con- ductors for Overhead Po- wer Transmission Pur- poses (Tentative).
3	CM/L-92 8-7-1958	16-7-59	15-7-1960	M/s. Assam Bengal Saw Mills Private Ltd., 4 Clive Ghat St., Calcutta-1.	Tea-Chest Plywood Panels.	IS : 10-1953 Specification for Plywood Tea-Chests (Revised).
4	CM/L-93 8-7-1958	16-7-59	15-7-1960	M/s. India Plywood Co., 33, S. K. Dev Road, Pathi- pookar (Dum Dum), Cal- cutta-28.	Do.	Do.

[No. MDC/12(200)-L.]

New Delhi, the 1st July 1959

S.O. 1550.— In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955 the Indian Standards Institution hereby notifies that amendments to the Indian Standards given in the Schedule hereto annexed have been issued under the powers conferred by sub-regulation (1) of regulation 3 of the said regulations.

THE SCHEDULE

Serial No.	No. and title of the Indian Standard amended	No. & Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. & date of Amendment	Brief Particulars of Amendment	Date of effect of the Amendment
(1)	(2)	(3)	(4)	(5)	(6)
I	IS : 1037-1957 Specification for General Purpose Low Frequency Chokes.	S.R.O. 3942 dated 14th Dec., 1957.	No. 1 July, 1959.	The scope of the standard has been extended to cover the requirements of vibrator chokes and audio frequency chokes also and consequential changes have been made.	15th July, 1959.

Copies of this amendment slip are available, free of cost, with the Indian Standards Institution, 'Manak Bhavan', 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 40/40A Cawasji Patel Street, Fort, Bombay-1, (ii) P-11 Mission Row Extension, Calcutta-1, and (iii) 2/21 First Line Beach, Madras-1.

[No. MDC/11(9).]

S.O. 1551.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification of Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed, has been established during the period 16th June to 30th June, 1959.

THE SCHEDULE

Serial No.	No. and title of the Indian Standard established	No. and title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS : 1286-1958 Pictorial Markings for Handling Instructions for Non-Dangerous Goods.		<p>This standard covers seven pictorial markings representing twelve messages of handling instructions extended for application to packages containing non-dangerous goods.</p> <p>The standard does not apply to markings required under statutory regulations (Price Rs. 1.50).</p>

Copies of this Indian Standard are available for sale with the Indian Standards Institution, 'Manak Bhavan', 9 Mathura Road, N. w Delhi-1 and also at its Branch Offices at (i) 40/40A Cawasji Patel Street, Fort, Bombay-1, (ii) P-11 Mission Row Extension, Calcutta-1 and (iii) 2/21 First Line Beach, Madras-1.

[No. MDC/11(4).]

S.O. 1552.—In pursuance of the provisions of sub-rule (2) of rule 3 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Indian Standards given in the Schedule hereto annexed have been established during the quarter ending 30 June 1959.

THE SCHEDULE

Sl. No.	No. of Indian Standard	Title of Indian Standard
1	IS: 28—1958	Specification for Phosphor Bronze Ingots and Castings (<i>Revised</i>)
2	IS: 224—1958	Specification for Pig Iron (Coke) (<i>Revised</i>)
3	IS: 267—1958	Specification for Leclanche Type Inert Cells (<i>Revised</i>)
4	IS: 561—1958	Specification for BHC Dusting Powders (<i>Revised</i>)
5	IS: 562—1958	Specification for BHC Water Dispersible Powder Concentrates (<i>Revised</i>)
6	IS: 632—1958	Specification for BHC Emulsifiable Concentrates (<i>Revised</i>)
7	IS: 682—1958	Method for Determination of Ends and Picks per Centimetre in Woven Wool Fabrics
8	IS: 801—1958	Code of Practice for Use of Cold Formed Light Gauge Steel Structural Members in General Building Construction
9	IS: 901—1958	Specification for Couplings, Double Male and Double Female, Instantaneous Pattern, for Fire Fighting Purposes
10	IS: 908—1958	Specification for Fire Hydrant, Stand Post Type
11	IS: 915—1958	Specification for One-Mark Graduated Flasks
12	IS: 917—1958	Specification for Activated Calcium Carbonate for Rubber Industry
13	IS: 918—1958	Specification for Precipitated Calcium Carbonate for Cosmetic and Tooth-Paste Industries
14	IS: 922—1958	Specification for Cook's Knives
15	IS: 923—1958	Specification for Carving Knives
16	IS: 925—1958	Specification for Pocket Knives
17	IS: 928—1958	Specification for Fire Bell
18	IS: 941—1958	Specification for Blower and Exhauster for Fire Fighting
19	IS: 942—1958	Specification for 275-1/min (or 60-gal/min) Portable Pump Set for Fire Fighting
20	IS: 958—1958	Specification for Temporary Corrosion Preventive Grease, Soft Film, Cold Application
21	IS: 959—1958	Specification for Electric Soldering Irons
22	IS: 960—1958	Specification for Bicycle Rim Tapes and Buckles
23	IS: 963—1958	Specification for Chrome-Molybdenum Steel Bars and Rods for Aircraft Purposes
24	IS: 985—1958	Specification for Lead-Acid Storage Batteries (Heavy Duty) for Motor Vehicles
25	IS: 1079—1958	Specification for Light Gauge Structural Quality Hot Rolled Carbon Steel Sheet and Strip.
26	IS: 1117—1958	Specification for One-Mark Pipettes
27	IS: 1136—1958	Preferred Sizes for Wrought Metal Products
28	IS: 1138—1958	Sizes of Metal Strip, Sheet, Bars (Round and Square), Flats and Plate (For Structural and General Engineering Purposes)
29	IS: 1152—1958	Specification for Icing Sugar
30	IS: 1195—1958	Specification for Mastic Asphalt for Flooring
31	IS: 1231—1958	Dimensions of Three-Phase Induction Motors
32	IS: 1238—1958	Specification for Hurricane Lanterns
33	IS: 1262—1958	Specification for Abrasive Specialities
34	IS: 1270—1959	Specification for Metric Steel Tape Measures (Winding Type)
35	IS: 1281—1958	Specification for Bicycle Cranks and Chain Wheels
36	IS: 1282—1958	Specification for Bicycle Cotter Pins, Washers and Nuts
37	IS: 1283—1958	Specification for Bicycle Free-Wheels
38	IS: 1284—1958	Specification for Wrought Aluminium Alloys, Bolt and Screw Stock (For General Engineering Purposes)
39	IS: 1285—1958	Specification for Wrought Aluminium and Aluminium Alloys, Extruded Round Tube and Hollow Sections (For General Engineering Purposes).

Sl. No.	No. of Indian Standard	Title of Indian Standard
40	IS: 1286—1958	Pictorial Markings for Handling Instructions for Non-Dangerous Goods
41	IS: 1287—1958	Specification for Electric Toasters
42	IS: 1292—1958	Specification for Mortar for Laying Silica Bricks
43	IS: 1293—1958	Specification for Three-Pin Plugs and Socket-Outlets
44	IS: 1294—1958	Specification for Bobbins for Sewing Machines
45	IS: 1296—1958	Specification for Pressure Feet for Sewing Machines
46	IS: 1298—1958	Methods of Test for Determination of Free Lime in Portland Cement
47	IS: 1299—1958	Method for Determination of Dimensional Changes on Washing of Fabrics Woven from Rayon and Synthetic Fibres not Liable to Felting
48	IS: 1305—1958	Specification for Graphite for Use as Foundry Facing Material
49	IS: 1311—1958	Specification for Ethylene Dibromide
50	IS: 1312—1958	Specification for Methyl Bromide
51	IS: 1317—1958	Specification for Edible Tapioca Chips
52	IS: 1318—1958	Specification for Edible Tapioca Flour
53	IS: 1333—1958	Specification for Ink, Duplicating, All Weather, Black, for Drum Type Machines.

[No. MDC/11(2).]

C. N. MODAWAL,

Deputy Director (Mark).

Department of Atomic Energy*Bombay, the 22nd June 1959*

S.O. 1553.—In exercise of the powers conferred by sections 10 and 13 of the Atomic Energy Act, 1948 (XXIX of 1948), the Central Government hereby makes the following amendment to the Ilmenite (Control of Export) Order, 1953, namely:—

In the said Order in clause (i) of paragraph 5, for the figures and marks "0.1 per cent." the figures and marks "0.25 per cent." shall be substituted.

[No. 25/32-A/51-M.]

V. NANJAPPA, Joint Secy.

MINISTRY OF STEEL, MINES AND FUEL**Department of Mines and Fuel****ORDER***New Delhi, the 30th June 1959*

S.O. 1554.—In exercise of the powers conferred by section 5 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following amendment in the Order of the Government of India in the late Ministry of Production, No. S.R.O. 1185, dated the 2nd April, 1957, namely:—

In the Schedule annexed to the said Order, in column 2 against Serial No. 4(iv), for the entry 'Deputy Director, Food and Supplies, Punjab', the entry 'Deputy Director, Supplies, Punjab' shall be substituted.

[No. 11/5/59-Cl.]

CHHEDI LAL, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE**(Department of Agriculture)***New Delhi, the 27th June 1959*

S.O. 1555.—The following draft of certain further amendments to the Essential Oils Grading and Marketing Rules, 1954, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published, as required by the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 10th August, 1959.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government. Such objection or suggestion may be addressed to the Secretary to the Government of India, Ministry of Food and Agriculture (Department of Agriculture), New Delhi.

Draft Amendments

In the said rules,

1. in rule 2, for the figures and word "III and IV", the figures and word "III to VII" shall be substituted;
2. in rule 3, for the words and figures "in columns 2 to 7 in Schedules III and IV", the words and figures "in Schedules III to VII" shall be substituted;
3. in Schedule 1, under the heading "(b) Colour scheme", after the entries under item (ii) the following items and entries shall be added, namely:—

Grade Designation	Colour of lathering showing the grade	Colour of the border of the label
Special Grade A	"(iii) Palmarosa oil. Red Green	Red Green
Grade Designation	(iv) Gingergrass oil. Colour of lathering showing the grade	Colour of the border of the label
Grade A	Red	Red
Grade Designation	(v) Eucalyptus oil Colour of the lathering showing the grade	Colour of the border of the label
Special Grade A	Red Green	Red Green

4. after Schedule IV, the following Schedules shall be added, namely:—

SCHEDULE V*

Grade designation and definition of quality of Indian Palmarosa Oil. (See rules 2 and 3)

Grade designation	Physico—Chemical Characteristics								Description and appearance
	Specific gravity at 30°/30° C**	Optical rotation	Refractive index at 30° C †	Acid value not exceeding per cent	Saponification value	Saponification value after acetylation.	Total alcohols (geraniol content not less than per cent	Solubility in 70 per cent (by volume) ethyl alcohol	
1	2	3	4	5	6	7	8	9	10
Special	0.874 to 0.886	(—) 2° to (+) 3°	1.4690 to 1.4735	3	9 to 36 (3 to 12 per cent of esters are geranyl acetate)	266 to 284	90	Soluble in 2 volumes	Indian palmarosa oil is the yellowish essential oil obtained by steam or water distillation of partially dried leaves, flowers and upper third of the stem, cut after flowering, of <i>Cymbopogon martinii</i> , Stapf. Varmoti. It shall be free from admixture with any other oil or substance. It shall be clear, free from by noes and sediment, suspended matter and possess the characteristic sweet roselike odour.
Grade A .	0.874 to 0.886	(—) 2° to (+) 3°	1.4690 to 1.4735	3	9 to 36 (3 to 12 per cent of esters as geranyl acetate	266 to 284	88	Soluble in 2 volumes.	

*The specifications are based on the Indian standard for palmarosa oil (IS : 526—1954)

**The correction factor for specific gravity for each degree centigrade rise in temperature is (—) 0.00073

†The correction factor for refractive index for each degree centigrade rise in temperature is (—) 0.00040

SCHEDULE VI*

Grade designation and definition of quality of Indian Ginger-grass oil (See rules 2 and 3)

Grade designation	Physico—Chemical Characteristics								Description and appearance
	Specific gravity at 30°/30° C**	Optical rotation	Refractive index at 30° C†	Acid value not exceeding per cent	Saponification value	Saponification value after acylation	Solubility in 70 per cent (by volume) ethyl alcohol‡	Total alcohol geraniol content not less than per cent	
1	2	3	4	5	6	7	8	9	10
Grade A .	0.896 to 0.925	(—)14° to (+)54°	1.4740 to 1.4890	6	13.5 to 34 (5 to 12 per cent of esters are geranyl acetate)	140 to 180	Soluble in 2 to 6 volumes	36	Indian ginger-grass oil is the brownish yellow to brownish red essential oil obtained by steam or water distillation of partially dried leaves, flowers and upper third of stems or after flowering, of <i>Cymbopogon martinii</i> Stapf. Var. <i>Safia</i> . It shall be free from admixture with any other oil or substance. It shall be clear, free from sediment and suspended matter and possess the characteristic sharp, but pleasant odour.

* The specifications are based on the Indian standard for ginger-grass oil: IS: 526—1954)

**The correction factor for specific gravity for each degree centigrade rise in temperature is (—) 0.00073

† The correction factor for refractive index for each degree centigrade rise in temperature is (+) 0.00040

‡ The solution of ginger-grass oil in ethyl alcohol, 70 per cent by volume, occasionally turns opalescent or turbid with the further addition of alcohol.

SCHEDULE VII*

Grade designations and definitions of quality of Indian Eucalyptus oil (See rules 2 and 3)

Grade designation	Physico-Chemical Characteristics					Description and appearance
	Specific gravity at 30°/30°C**	Optical rotation	Refractive index at 30° C†	Solubility in 80 per cent (by volume) ethyl alcohol	Cineole content not less than per cent	
1	2	3	4	5	6	7
Special	0.897 to 0.904	(-) 6° to (+) 10°	1.4548 to 1.4656	Soluble in equal volume	70	Indian eucalyptus oil is the colourless pale yellow essential oil obtained by water or steam distillation of fresh leaves of <i>Eucalyptus globulus</i> , Labill, or from other cineole containing species of <i>Eucalyptus</i> (family Myrtaceae) and rectified. It shall be free from admixture with any other oil or substance. It shall be clear, free from sediment and suspended matter and possess the characteristic aromatic camphoraceous odour pungent and camphoraceous taste, followed by a sensation of cold.
Grade A	0.897 to 0.904	(-) 50 to (+) 100	1.4548 to 1.4656	Soluble in equal volume	60	

The eucalyptus oil shall satisfy the test requirements for the limits of aldehyde ⁽¹⁾ and phellandrene ⁽²⁾.

* The specifications are based on the Indian standard for eucalyptus oil (IS: 28—1957)

** The correction factor for specific gravity for each degree centigrade rise in temperature is (—) 0.00084

† The correction factor for refractive index for each degree centigrade rise in temperature is (—) 0.00044

⁽¹⁾ The volume of semi-normal potassium hydroxide required to neutralise acids liberated from 10 ml. of the eucalyptus oil treated with 4 ml. of a 3.5 per cent alcoholic hydroxylamine hydrochloride and 5 ml. of benzene, shall not exceed 2 ml.

⁽²⁾ Phellandrene shall be taken to be absent when no crystalline precipitate is formed in the petroleum layer, within 10 minutes, on mixing one ml. of eucalyptus oil with 5 ml. of light petroleum, 2 ml. of saturated sodium nitrite solution and 2 ml. of glacial acetic acid."

[No. F. 24-7/58-A.M.]

V. S. NIGAM, Under Secy.

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 4th July 1959

S.O. 1556.—In pursuance of the provisions of Sub-Section (r) of Section 4 of the Indian Oilseeds Committee Act, 1946 (9 of 1946), the Central Government hereby nominate the following persons to be members of the Indian Central Oilseeds Committee with effect from the 1st April, 1959 for a term of three years:—

1. Shri Devji Rattansey (Re-nominated)—Vice President, The Grain and Oilseeds Merchant's Association, Bombay.
2. Shri Ramdas Kilachand (Re-nominated)—President, The Bombay Oilseeds and Oils Exchange Ltd., Bombay.
3. Shri E. R. Mahajani, B.Sc. (Re-nominated)—Vidarbha Chamber of Commerce, Akola.
4. Shri Narayan Lal, P. Lahoti (Nominated)—President, The Marathwada Chamber of Commerce and Industries, Jalna (Bombay State).

[No. 7-21/59-Com.II.]

AJUDHIA PRASADA, Under Secy.

MINISTRY OF HEALTH

New Delhi-2, the 3rd July 1959

S.O. 1557.—Dr. M. K. Williams has been nominated by the Government of Rajasthan as a member of the Dental Council of India under Clause(e) of section 3 of the Dentists Act, 1948 (16 of 1948), with effect from the 20th September, 1957.

[No. F. 6-39/57-MI(MII).]

R. NARASIMHAN, Under Secy.

New Delhi-2, the 3rd July 1959

S.O. 1558.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 14 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), the Central Government hereby appoints the Port Health Officers at the Major seaports of Bombay, Calcutta, Cochin, Madras and Kandla and Airport Health Officers at the airports of Bombay (Santacruz), Calcutta (Dum Dum), Delhi (Palam), Madras (Meenambakum) and Tiruchirappalli to exercise the powers of a Food Inspector under section 10 of the said Act in respect of any article of food which is being imported through their respective major seaport or airport.

[No. F. 14-115/57-PH.]

T. V. ANANTANARAYANAN, Under Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

New Delhi, the 27th June 1959

S.O. 1559.—In exercise of the powers conferred by section 7 of the Indian Telegraph Act, 1885 (13 of 1885), the Central Government hereby makes with immediate effect, the following further amendment in the Indian Telegraph Rules, 1951, namely:—

In the note below rule 429 of the said Rules for the words and figure 'an amount of Rs. 5 only as the installation fee', the words '50 per cent of the installation fees' shall be substituted.

[No. 16-17/58-PHC.]

B. G. DESHMUKH, Dy. Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 4th July 1959

S.O. 1560.—In exercise of the powers conferred by Sub-Section (i) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act 1954 (44 of 1954), the Central Government hereby appoints Shri T. C. Datta as Assistant Settlement Officer, for the purpose of performing the functions assigned to such officers by or under the said Act with effect from date he took charge of his office.

[No. 6/27/Comp. 1/57-Admn(R).]

M. L. PURI,
Settlement Commissioner and
Ex-Officio Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT*New Delhi, the 26th June 1959*

S.O. 1561.—The following draft of an amendment to the Mysore Gold Mines Rules, 1953, which the Central Government proposes to make in exercise of the powers conferred by section 58 of the Mines Act, 1952 (35 of 1952), is published as required by sub-section (1) of section 59 of the said Act for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 15th October, 1959.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Amendment

In the said Rules, for sub-rule (2) of rule 1, the following sub-rule shall be substituted, namely:—

“(2) They shall apply only to gold mines in the State of Mysore as formed on the 1st November, 1956, and shall apply to these mines in addition to the Mines Rules 1955”.

[No. MI-1(107)/58.]

New Delhi, the 2nd July 1959

S.O. 1562.—In exercise of the powers conferred by the section 10 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), the Central Government hereby makes the following further amendments in the Coal Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1951, the same having been previously published as required by sub-section (1) of the said section, namely:—

Amendments

In the said Rules—

1. In rule 2—

(a) in clause (iii)—

(i) in sub-clause (a), after the words “any wages paid”, the words “for period of duty or of leave” shall be inserted;

(ii) the following Explanation shall be added at the end, namely:—

“Explanation.—For the purposes of this clause—(i) ‘emoluments’ do not include any house-rent, overtime or other allowance; and

(ii) the monthly emoluments of a person paid at daily rates shall be deemed to be twenty-five times the rate of wages admissible to him for the first normal working day of the month”;

(b) for clause (iv), the following clause shall be substituted, namely:—

“(iv) “Employee” means any person holding an appointment, the emoluments of which are paid from the Welfare Fund, and includes any temporary workman borne on the work-charged establishment who has had at least one year’s continuous service on any of the establishments under the said Fund;

Provided that any such person or temporary workman is likely to be employed for at least three years.

Provided further that any break in service of such temporary workman caused by his discharge due to completion of a particular work against which he was employed or by any temporary physical unfitness which in the opinion of the authorised medical attendants was neither due to his own neglect nor to intemperance or irregular habits shall not be regarded as constituting a break in the continuity of service”.

2. Rule 4 shall be renumbered as sub-rule (1) of that rule, and to the rule as so renumbered, the following shall be added as sub-rule (2), namely:—

“(2) If an employee admitted to the benefit of the Fund, was previously a subscriber to any Government non-contributory Fund, the amount of his subscriptions in the non-contributory Provident Fund together with interest thereon, may, if he so desires, be transferred to his credit in the Fund.”

3. In rule 6, the following sentence shall be added at the end, namely:—

“The Accounts Officer shall issue to each subscriber an annual statement of account in the form set forth in the Third Schedule appended to these rules.”

4. In rule 7, in sub-rule (5), for the words “sub-rule”, the word ‘rule’ shall be substituted.

5. In rule 8, in sub-rule (4), after the proviso, the following proviso shall be inserted, namely:—

“Provided further that, if a subscriber is permitted to subscribe for the period of leave without pay or for the period spent under suspension, the amount of subscription shall be determined as provided in sub-rule (6) of rule 7.”

6. In rule 10, for sub-rule (2), the following sub-rule shall be substituted, namely:—

“(2) The rate of contribution made by the Commissioner shall be 8-1/3 per cent (1/12th) of the subscriber’s emoluments drawn during the year during which he subscribed to the Provident Fund:

Provided that in the case of employees who are allowed to join the Provident Fund with retrospective effect, such contribution shall not be less than ten per cent. of the subscriber’s emoluments and shall not be higher than the rate at which the subscriber himself subscribed to the Fund during the period of recovery of arrears of subscription.

Explanation.—For the purposes of this sub-rule, “emoluments” means.—

(a) for the period of leave during which a subscriber elected to subscribe, his leave salary which shall, for the purpose of this rule, be deemed to be emoluments drawn on duty; and (b) for the period of leave without pay or for the period spent under suspension for which he was permitted to subscribe under sub-rule (6) of rule 7, the emoluments as determined by the Commissioner under the said sub-rule”.

7. In rule 11, after sub-rule (2), the following sub-rule shall be inserted, namely:—

“(3) Interest shall be calculated with effect from 31st March of each year in the following manner:—

(i) On the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year—interest for twelve months;

- (ii) On sums withdrawn during the current year—interest from the 1st April of the current year upto the last day of the month preceding the month of withdrawal;
- (iii) On all sums credited to the subscriber's account after the 31st March of the preceding year—interest from the date of deposit upto the 31st March of the current year;
- (iv) The total amount of interest shall be rounded off to the nearest whole rupee in the manner provided in sub-rule (3) of rule 10:

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, upto the date on which the amount standing at the credit of the subscriber became payable."

8. In rule 12—

- (i) in clause (i)-(a) for the words "or his family", the words, "or any person actually dependant on him" shall be substituted; (b) in sub-clause (b), the word "and" at the end shall be omitted; (c) after sub-clause (c), the following sub-clauses shall be inserted, namely:—

"(d) education outside India, whether for an academic, technical, professional or vocational course; and

(e) medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is not less than three years;"

- (ii) for clause (ii), the following shall be substituted, namely:—

"(ii) The advance is expressed in whole rupees and shall not, except for special reason,—

(a) exceed three months' pay or half the amount at the credit of the subscriber in the Fund, whichever is less, or

(b) unless the amount already advanced does not exceed two-thirds of the amount admissible under sub-clause (a), be granted until at least 12 months after the final repayment of all previous advances together with interest thereon."

9. In rule 13—

- (i) for the last sentence, the following sentence shall be substituted, namely:—

"Recovery shall commence on the first occasion, after the advance is made, on which the subscriber draws emoluments, other than leave salary or subsistence grant, for a full month";

- (ii) the following Explanation shall be added at the end, namely:—

"Explanation.—'salary' means duty pay and leave salary".

10. In rule 17—

- (a) in the opening paragraph, for the words "less the amount of unrecovered advance and interest thereon, if any," the words and figures "subject to any deductions under rule 15", shall be substituted;

- (b) for clause (iii) and the proviso thereunder, the following shall be substituted, namely:—

"(iii) in the event of the death of the subscriber without having made a nomination in accordance with these rules or whose nominee or nominees or alternate nominee or nominees has or have not survived the subscriber, to the members of his family in equal shares:

Provided that no share shall be payable to—

- (a) sons who have attained legal majority;
- (b) sons of a deceased son who have attained legal majority;
- (c) married daughters whose husbands are alive;
- (d) married daughters of a deceased son whose husbands are alive;

if there is any member of the family other than those specified in clauses (a), (b), (c) and (d)

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (a) of the proviso".

11 After rule 17, the following heading and new rules shall be inserted, namely —

"18 Payments towards Insurance Policies and Family Pension Funds.

Subject to the conditions contained in rules 19 to 26—

- (a) (i) subscriptions to a family pension fund approved in this behalf by the President; or
- (ii) payment towards a policy of life insurance may, at the option of a subscriber, be substituted in whole or part for subscription due to the Fund,
- (b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet—
 - (i) a payment towards a policy of life insurance;
 - (ii) the purchase of a single payment insurance policy,
 - (iii) the payment of a single premium or subscriptions to a family pension fund approved in this behalf by the President;

Provided that no amount shall be withdrawn (1) before the details of the proposed policy have been submitted to the Accounts Officer and accepted by him as suitable, or

(2) to meet any payment or purchase made or effected more than twelve months before the withdrawal, or

(3) in excess of the amount required to meet a premium or subscription actually due for payment within six months of the date of withdrawal.

Provided further that payments towards an educational endowment policy may not be substituted for subscriptions to the Fund and that no amounts may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation

Provided also that any amount withdrawn under this clause shall be paid in whole rupees only rounded to the nearest rupee in the manner provided in sub-rule (3) of rule 10

19 (1) If the total amount of any subscriptions or payments substituted under clause (a) of rule 18 is less than the amount of the minimum subscription payable to the Fund under rule 8, the difference shall be rounded off to the nearest rupee in the manner provided in sub-rule (3) of rule 10 and paid by the subscriber as a subscription to the Fund

(2) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of rule 18, he shall, subject to his option under clause (a) of that rule, continue to pay to the Fund subscription payable under rule 8

20 (1) A subscriber who desires to substitute a subscription or payment under clause (a) of rule 18 may reduce his subscription to the Fund accordingly.

Provided that the subscriber shall—

- (a) intimate to the Accounts Officer on his pay bill or by letter the fact of, and reason for, the reduction,
- (b) send to the Accounts Officer, within such period as the Accounts Officer may require, receipts or certified copies of receipts in order to satisfy the Accounts Officer that the amount by which the subscription has been reduced was duly applied for the purposes specified in clause (a) of rule 18

(2) A subscriber who desires to withdraw any amount under clause (b) of rule 18 shall--

- (a) intimate the reason for the withdrawal to the Accounts Officer by letter;
- (b) make arrangements with the Accounts Officer for withdrawal;
- (c) send to the Accounts Officer, within such period as the Accounts Officer may require, receipts or certified copies of receipts in order to satisfy the Accounts Officer that the amount withdrawn was duly applied for the purposes specified in clause (b) of rule 18.

(3) The Accounts Officer, shall order the recovery of any amount by which subscriptions have been reduced, or of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (b) of the proviso to sub-rule (1) and clause (c) of sub-rule (2), with interest thereon at the rate provided in rule 11, from the emoluments of the subscriber and place it to the credit of the subscriber in the Fund.

21. (1) The Commissioner shall not make any payments on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

(2) A policy to be accepted under these Rules shall be one effected by the subscriber himself on his own life and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the president.

Explanation 1.—A policy on the joint lives of the subscriber and subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this sub-rule.

Explanation 2.—A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both joint in an appropriate assignment.

(3) The policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them.

22. (1) The policy, within six months after the first with-holding of a subscription or withdrawal from the Fund in respect of the policy, or in the case of an insurance company whose headquarters are outside India, within such further period as the Accounts Officer, if he is satisfied by the production of the completion certificate (interim receipt), may fix, shall—

- (a) unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children, or any of them, be assigned to the President, as security for the payment of any sum which may become payable to the Fund under rules 23 to 26 and delivered to the Accounts Officer, the assignment being made by endorsement on the policy in Form (1) or Form (2) or Form (3) of the Forms in the Fourth Schedule according as the policy is on the life of the subscriber or on the joint lives of the subscriber and the subscriber's wife or husband or the policy has previously been assigned to the subscriber's wife, (b) if it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber or of his wife and children, or any of them, be delivered to the Accounts Officer.

(2) The Accounts Officer shall satisfy himself by reference to the Insurance Company, where possible, that no prior assignment of the policy exists.

(3) Once a policy has been accepted by an Accounts Officer for the purpose of being financed from the Fund, the terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Accounts Officer to whom details of the alteration or of the new policy shall be furnished.

(4) If the policy is not assigned and delivered, or delivered within the said period of six months or such further period as the Accounts Officer may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the Fund in respect of the policy shall, with interest thereon at the rate provided in rule 11,

forthwith be paid or repaid, as the case may be, by the subscriber, to the Fund, or in default be ordered by the Accounts Officer, to be recovered by deduction from the emoluments of the subscriber, by instalments or otherwise as may be directed by the Commissioner.

(5) Notice of assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgment of the notice by the Insurance Company shall be sent to the Accounts Officer within three months of the date of assignment.

NOTE 1.—Subscribers are advised to send notice of the assignment to the Insurance Company in duplicate, accompanied, in cases in which the notice has to be sent to a company in Great Britain or Ireland, by a remittance of five shillings, which is the fee for the acknowledgement authorised by the Policies of Assurance Act, 1867. The policy itself, bearing the assignment endorsed thereon, need not be sent to the Company as Insurance Companies do not ordinarily require the production of the original instruments affecting a policy-holder's title until the policy becomes a claim.

NOTE 2.—Subscribers who proceed to Great Britain or Ireland on quitting the service are advised that under the English Stamped Law assignments or re-assignments are required to be stamped within 30 days of their first arrival in those countries. Otherwise penalty will be incurred under the Stamp Act, and difficulties may arise when the policy matures for payment.

23. The subscriber shall not during the currency of the policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Fund by the subscriber or in default recovered by deduction from his emoluments by instalments or otherwise as the Commissioner may direct.

24. (1) Save as provided by sub-rule (3) of rule 26, when the subscriber—

- (a) quits the service, or
- (b) has proceeded on leave preparatory to retirement and applies to the Accounts Officer for reassignment or return of the policy, or
- (c) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the Accounts Officer for reassignment or return of the policy, or
- (d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of rule 18 and sub-clauses (i) and (ii) of clause (b) of rule 18, with interest thereon at the rate provided in rule 11,

the Accounts Officer shall—

- (i) if the policy has been assigned to the President under rule 22, reassign the policy in the first Form set forth in the Fifth Schedule, to the subscriber or to the subscriber and the joint assured as the case may be, and make it over to the subscriber, together with a signed notice of the reassignment addressed to the Insurance Company;
- (ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22, make over the policy to the subscriber;

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being while on leave, permitted to retire or declared by competent medical authority to be unfit for further service, returns to duty, any policy so reassigned or made over shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the President and delivered to the Accounts Officer, or again be delivered to the Accounts Officer, as the case may be, in the manner provided in rule 22, and thereupon the provisions of these rules shall, so far as may be, again apply in respect of the policy:

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

(2) Save as provided by sub-rule (3) of rule 26, when the subscriber dies before quitting the service, the Accounts Officer shall—

- (i) if the policy has been assigned to the President under rule 22, re-assign the policy in the second Form set forth in the Fifth Schedule, to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the re-assignment addressed to the Insurance Company;
- (ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22, make over the policy to the beneficiary, if any, or if there is no beneficiary, to such person as may be legally entitled to receive it.

25. (1) If a policy assigned to the President under rule 22 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and the subscriber's wife or husband assigned under the said rule, falls due for payment by reason of the death of the subscriber's wife or husband, the Accounts Officer shall, save as provided by sub-rule (3) of rule 26, proceed as follows:—

- (i) if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount withheld or withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in rule 11, the Accounts Officer shall reassign the policy in the form set forth in the Sixth Schedule to the subscriber or to the subscriber and the joint assured as the case may be, and make it over to the subscriber, who shall immediately on receipt of the policy moneys from the Insurance Company pay or repay to the Fund the whole of any amount withheld or withdrawn with interest, and in default, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply;
- (ii) if the amount assured together with the amount of any accrued bonuses is less than the whole of the amount withheld or withdrawn with interest, the Accounts Officer shall realise the amount assured together with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the Fund.

(2) Save as provided sub-rule (3) of rule 26, if a policy delivered to the Accounts Officer under clause (b) of sub-rule (1) of rule 22 matures before the subscriber quits the service, the Accounts Officer shall make over the policy to the subscriber:

Provided that if the interest in the policy of the wife of the subscriber, or of his wife and children, or any of them as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy moneys are paid to him by the Insurance Company, shall immediately on receipt thereof pay or repay to the Fund either—

- (i) the whole of any amount withheld or withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in rule 11
or
- (ii) an amount equal to the amount assured together with any accrued bonuses.

whichever is less, and, in default, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

26. (1) If the interest of the subscriber in the family pension fund ceases in whole or part from any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund secured by the subscriber from the family pension fund, which amount shall, in default of reimbursement, be deducted from the subscriber's emoluments by instalments or otherwise, as the Commissioner may direct.

(2) If the policy lapses or becomes assigned otherwise than to the President under rule 22, charged or encumbered, the provisions of sub-rule (4) of rule 22 applicable to failure to assign and deliver a policy shall apply.

(3) If the Accounts Officer receives notice of—

- (a) an assignment (other than an assignment to the President under rule 22), or

- (b) a charge or encumbrance on, or
 (c) an order of a Court restraining dealings with the policy or any amount realised thereon, the Accounts Officer shall not—
 (i) reassign or make over the policy as provided in rule 24, or
 (ii) realise the amount assured by the policy or re-assign, or make over the policy, as provided in rule 25,
 but shall forthwith refer the matter to the Commissioner.

27. Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money drawn as an advance from the Fund under clause (1) of rule 12 or withheld or withdrawn from the Fund under clause (a) or clause (b) of rule 18 has been utilised for a purpose other than that for which sanction was given to the drawal, withholding or withdrawal of the money, the amount in question shall, with interest at the rate provided in rule 11, forthwith be repaid or paid, as the case may be, by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be re-paid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid, as the case may be, by him.

NOTE.—The term 'emoluments' as used in this rule does not include subsistence grant.

12. After the Second Schedule, the following Schedules shall be added, namely:

"THIRD SCHEDULE (RULE 6).

Coal Mines Labour Welfare Office Establishment Contributory Provident Fund
 Office of the Accountant General, Bihar.

Year of Account 19.....19.....

Rate of Interest per cent.....

Account No.	Name of Subscriber	Opening Balance	*Deposits during the year	Interest for the year	Withdrawals during the year	Balance
1	2	3	4	5	6	7

*Includes recoveries made during the month of April to March.

NOTE 1.—The subscriber is requested to state whether he desires to make any alteration in any nomination made under rules of the Fund.

NOTE 2.—In cases where the subscriber has made no nomination in favour of a member of his family owing to his having no family at the time, but has acquired a family thereafter, the fact should be reported to the Accounts Officer forthwith.

NOTE 3.—The subscriber is requested to satisfy himself as to the correctness of the statement and to bring errors, if any, to the notice of the Accounts Officer within six months from the date of its receipt.

Signature,
 Designation, Accounts Officer.
 Date.

TO BE RETURNED TO THE ACCOUNTS OFFICER

I hereby acknowledge the receipt of the Annual Statement of my contributory PROVIDENT FUND account for the year 19.....and/but do not accept the balance shown therein as correct for the reasons given overleaf.

Name

Designation

(with fund account No.....)

FOR USE IN THE OFFICE OF THE ACCOUNTS OFFICER

Noted in the ledger card.

Auditor.

Superintendent.

FOURTH SCHEDULE (RULE 22)

Forms of Assignment

(1)

I, A.B., of.....hereby assign unto the President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the Coal Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1951, I may hereafter become liable to pay to the Coal Mines Labour Welfare Office Establishment Contributory Provident Fund.

I hereby certify that no prior assignment of the within policy exists.

Dated this.....day of.....19

Station.....

Signature of subscriber.

One witness to signature.

(2)

We, A.B. (the subscriber) of.....and C.D. (the joint assured) of.....in consideration of the President of India agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said A.B. to the Coal Mines Labour Welfare Office Establishment Contributory Provident Fund, 1951 (or, as the case may be, to accept the withdrawal of the sum of Rs.....from the sum to the credit of the said A.B. in the Coal Mines Labour Welfare Office Establishment Contributory Provident for payment of the premium of the within policy of assurance), hereby jointly and severally assign unto the said President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the rules of the said Fund the said A.B. may hereafter become liable to pay to that Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this.....day of.....19

Station.....

Signature of subscriber and the Joint Assured.

One witness to signature.

NOTE.—The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initialled across all four margins.

(3)

I, C.D., wife of A.B., and the assignee of the within policy, having at the request of A.B., the assured agreed to release my interest in the policy in favour of A.B. in order that A.B. may assign the policy to the President of India who has agreed to accept payments towards the within policy of Assurance in substitution for the subscriptions payable by A.B. to the Coal Mines Labour Welfare Office Establishment (Contributory Provident Fund) hereby at the request and by the direction of A.B. assign and I the said A.B. assign and confirm unto the President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the rules of the said Fund the said A.B. may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this.....day of.....19

Station.....

Signature of the assignee and the Subscriber.

One witness to signature.

(4)

Form of assignment to be used in cases where a subscriber to the General Provident Fund who has effected an Insurance policy under the rules of that Fund is admitted to the Coal Mines Labour Welfare Office Establishment Contributory Provident Fund.

I, A.B. of.....hereby further assign unto the President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the Coal Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1951, I may hereafter become liable to pay to the Coal Mines Labour Welfare Office Establishment Contributory Provident Fund.

I hereby certify that except an assignment to the President of India as security for payment of all sums which I have become liable to pay under rule 21 of the General Provident Fund Rules, no prior assignment of the within policy exists.

Dated this.....day of.....19

Signature of subscriber.

One witness to signature.

FIFTH SCHEDULE (RULE 24)

Forms of Reassignment and Assignment by the President of India

(1)

All sums which have become payable by the above-named A.B. under sub-rule (2) of rule 26 of the Coal Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1951, having been paid and all liability for payment by him of any such sums in the future having ceased, the President of India doth hereby reassign the within policy of assurance to the said.

A.B.

A.B. and C.D.

Dated this.....day of.....19

Executed by Accounts
Officer of the Fund for and on behalf of the President
of India in the presence of

X.Y.

(Signature of the
Accounts Officer).

Y.Z.

(One witness who should add his designation and address.)

(2)

The above-named A.B. having died on the.....day of.....19, the President of India doth hereby assign the within policy of assurance to C.D.....*

Dated this.....day of.....19

Executed byAccounts }
 Officer of the Fund for and on behalf of the President }
 of India in the presence of

X.Y.

(Signature of the
Accounts Officer).

Y.Z.

(One witness who should add his designation and address.)

*Fill in particulars of person legally entitled to receive the policy.

SIXTH SCHEDULE (RULE 25)

Form of Reassignment by the President of India. The President of India doth hereby reassign the within policy to the said

A.B.

A.B. and C.D.

Dated this.....day of.....19

Executed byAccounts }
 Officer of the Fund for and on behalf of the President }
 of India in the presence of

X.Y.

(Signature of the
Accounts Officer).

Y.Z.

(One witness who should add his designation and address.)

[No. M-II-1(6)/53.]

P. N. SHARMA, Under Secy.

New Delhi, the 1st July 1959

S.O. 1563.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st August, 1958, to the factory known as the Godavari Sugar Mills Ltd., Sakarwadi, via Kanhegaon, District Ahmednagar, there was in existence a provident fund common to the employees employed in the factory to which the said Act applies and the employees in their other establishments shown in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the other establishments (mentioned in the Schedule annexed) of the factory.

SCHEDULE

- (1) The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (2) The Garden Department, C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (3) The Medical Department, C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (4) The Sanitation Department, C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (5) The Watch and Ward Department, C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.

- (6) The Education Department (School), C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (7) General Stores, C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (8) The Construction Department, C/O The General Office, The Godavari Sugar Mills Ltd., Sakarwadi, Ahmednagar.
- (9) The Head Office, The Godavari Sugar Mills Ltd., Fazalbhoy Building, Mahatma Gandhi Road, Bombay-1.

[No. P.F.II 57(36)/57.]

New Delhi, the 2nd July 1959

S.O. 1564.—Whereas immediately before the Employees' Provident Funds Act 1952 (19 of 1952) became applicable with effect from the 31st July, 1956, to the factory known as Shree Changdeo Sugar Mills Limited, P.O. Changdeo Nagar, District Ahmednagar, there was in existence a provident fund common to the employees employed in the factory, to which the said Act applies and the employees in their other establishments, shown in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the aforesaid establishments.

SCHEDULE

1. Shree Changdeo Sugar Mills Ltd., Civil Engineering Department, P.O. Changdeo Nagar, District Ahmednagar.
2. Shree Changdeo Sugar Mills Ltd., Motor (Garage) Department., P.O. Changdeo Nagar, District Ahmednagar.
3. Shree Changdeo Sugar Mills Ltd., Medical Department, P.O. Changdeo Nagar, District Ahmednagar.
4. Shree Changdeo Sugar Mills Ltd., General Office Department, P.O. Changdeo Nagar, District Ahmednagar.
5. Shree Changdeo Sugar Mills Ltd., Education Department, P.O. Changdeo Nagar, District Ahmednagar.
6. Shree Changdeo Sugar Mills Ltd., General Establishment, P.O. Changdeo Nagar, District Ahmednagar.
7. Shree Changdeo Sugar Mills Ltd., Watch and Ward Department, P.O. Changdeo Nagar, District Ahmednagar.
8. Shree Changdeo Sugar Mills Ltd., Head Office, 14, Jamshedji Tata Road, Churchgate Reclamation, Bombay 1.

[No. P.F. II. 9(22)/58.]

S.O. 1565.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st August, 1956, to the factory known as the Godavari Sugar Mills Limited, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar, there was in existence a provident fund common to the employees employed in the factory, to which the said Act applies, and the employees in their other establishments, shown in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government thereby directs that the provisions of that Act shall also apply to the aforesaid establishments.

SCHEDULE

1. The Godavari Sugar Mills Limited, General Office, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
2. The Godavari Sugar Mills Limited, Accounts Office, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
3. The Godavari Sugar Mills Limited, Guest-House, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
4. The Godavari Sugar Mills Limited, Watch & Ward, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.

5. The Godavari Sugar Mills Limited, Medical Dispensary, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
6. The Godavari Sugar Mills Limited, Sanitation Department, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
7. The Godavari Sugar Mills Limited General (Tonga Drivers), Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
8. The Godavari Sugar Mills Limited, School, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
9. The Godavari Sugar Mills Limited, Transport Tractors Department, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
10. The Godavari Sugar Mills Limited, Motor Department, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.
11. The Godavari Sugar Mills Limited, Contruction Department, Lakshmiwadi, P.O. Kopergaon, District Ahmednagar.

[No. PF.II.9(23)/58.]

S.O. 1566.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st August, 1956, to the factory known as the Ravalgaon Sugar Farm Ltd. Ravalgaon, District Nasik, there was in existence a provident fund common to the employees employed in the factory, to which the said Act applies and the employees in their other Departments shown in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the aforesaid Departments

SCHEDULE

1. The Ravalgaon Sugar Farm Ltd., Boiler Wood Department, Ravalgaon, District Nasik.
2. The Ravalgaon Sugar Farm Ltd., Construction & Sanitation Department, Ravalgaon, District Nasik.
3. The Ravalgaon Sugar Farm Ltd., Checkers Department, Ravalgaon, District Nasik.
4. The Ravalgaon Sugar Farm Ltd., Watch & Ward Department, Ravalgaon, District Nasik.
5. The Ravalgaon Sugar Farm Ltd., Primary School, Ravalgaon, District Nasik.
6. The Ravalgaon Sugar Farm Ltd., Malegaon Godown, Malegaon, District Nasik.
7. The Ravalgaon Sugar Farm Ltd., Manmad Godown, Mandake Building, Manmad, District Nasik.

[No. P.F. 11-9(33)/58.]

New Delhi, the 6th July 1959

S.O. 1567.—In pursuance of paragraph 3 of the Coal Mines Provident Fund Scheme published with the notification of the Government of India in the late Ministry of Labour No. PF. 15(5)48, dated the 11th December 1948, the Central Government hereby nominates Shri Keshab Banerjee, C/o Colliery Mazdoor Union, Basteen Bazar, Asansol, to the Board of Trustees and makes the following further amendment in notification of the Government of India in the late Ministry of Labour No. S.R.O. 2227, dated the 5th October, 1955, namely:—

In the said notification, for the entry "(14) Shri R. N. Sharma, M.L.A., P.O. Jharia, District Manbhum", the entry "(14) Shri Keshab Banerjee, C/o Colliery Mazdoor Union Basteen Bazar, Asansol" shall be substituted.

[No. PFI/4(35)58.]

V. R. ANTANI, Dy. Secy.

New Delhi, the 1st July 1959

S.O. 1568.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri Satya Pal Singh Arora to be an Inspector for the whole of the State of Madhya Pradesh for the purposes of the said Act and of any Scheme made thereunder, in relation to an establishment belonging to, or under the control of, the Central Government or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. PF-I/31(548)59.]

S.O. 1569.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri T. Gopala Krishna Rao to be an Inspector for the whole of the State of Andhra Pradesh for the purposes of the said Act and of any Scheme made thereunder, in relation to an establishment belonging to or under the control of, the Central Government or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. PF-I/31(548)59.]

New Delhi, the 3rd July 1959

S.O. 1570.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st November, 1952, to the factory known as the Jasmine Mills (Private) Limited, Mahim, Bombay-10, there was in existence a provident fund common to the employees employed in the factory, to which the said Act applies, and the employees in their Head Office and Sales Office, situated at 500, Kalbadevi Road, Bombay-2;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the aforesaid Head Office and Sales Office.

[No. PF. II-7(21)/59.]

S.O. 1571.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st November, 1952, to the factory known as the Simplex Mills Company Ltd., Clerk Road, Jacob Circle, Bombay-11, there was in existence a provident fund common to the employees employed in the factory, to which the said Act applies, and the employees in their Head Office at Forbes Building, Home Street, Fort, Bombay-1;

Now, therefore, in exercise of the powers conferred by Section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the Head Office of the said factory situated at Bombay.

[No. PF. II-9(39)/58.]

New Delhi, the 6th July 1959

S.O. 1572.—In pursuance of the provisions of paragraph 20 of the Employees' Provident Funds Scheme, framed under section 5 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri O. N. Sharma, as Regional Provident Fund Commissioner for the whole of the State of Rajasthan vice Shri C. D. Issar. Shri O. N. Sharma shall work under the general control and superintendence of the Central Provident Fund Commissioner.

[No. PF-I/31(609)59.]

S.O. 1573.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri O. N. Sharma, officiating Regional Provident Fund Commissioner, to be an Inspector for the whole of the State of Rajasthan for the purposes of the said Act and of any scheme framed thereunder, in relation to an establishment belonging to, or under the control of, the Central Government or in relation to an establishment connected with a railway company, a major port, a mine or an oil field or a controlled industry vice Shri C. D. Issar.

[No. PF-I/31(609)/59.]

New Delhi, the 7th July 1959

S.O. 1574.—PWA/Mines/Rules/Am.6.—The following draft of certain further amendments to the Payment of Wages (Mines) Rules, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-sections (2), (3) and (4) of section 26, read with section 24, of the Payment of Wages Act, 1936 (4 of 1936), is published as required by sub-section (5) of section 26 of the said Act for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 10th October 1959.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government. Such objection or suggestion may be addressed to "The Secretary to the Government of India, Ministry of Labour and Employment, New Delhi".

Draft Amendments

In Form III appended to the said Rules—

- (i) columns 2 and 4 shall be omitted; and
- (ii) columns 3 and 5 to 17 shall be re-numbered as columns 2 to 15 respectively.

[No. Fac.49(31)/58.]

New Delhi, the 11th July 1959

S.O. 1575.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme for the Port of Vizagapatam, the same having been previously published as required by the said sub-section, namely:—

THE VIZAGAPATAM DOCK WORKERS (REGULATION OF EMPLOYMENT) SCHEME, 1959

1. Name of the Scheme.—This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1948 (hereinafter referred to as "the Scheme").

2. Objects and application.—(1) The objects of the Scheme are to ensure greater regularity of employment for dock workers and to secure that an adequate number of dock workers is available for the efficient performance of dock work.

(2) The Scheme relates to the Port of Vizagapatam and applies to the dock workers set out in Schedule I:

Provided that the Scheme shall not apply to any dock worker unless he is employed or registered for employment as a dock worker.

(3) This Scheme shall also apply to registered dock workers and registered employers.

(4) Nothing in this Scheme shall apply to any class or description of dock work or dock workers in the Indian Naval Dockyard, Vizagapatam.

3. Interpretations.—In this Schedule, unless there is anything repugnant in the subject or context—

- (a) "Act" means the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948);
- (b) "Administrative Body" means the Administrative Body appointed under clause 5;
- (c) "Board" means the Vizagapatam Dock Labour Board constituted under clause 4;
- (d) "Chairman" means the Chairman of the Vizagapatam Dock Labour Board;
- (e) "Executive Officer" means the Executive Officer appointed by the Dock Labour Board under clause 6;

- (f) "daily worker" means a registered dock worker who is not a monthly worker;
- (g) "dock employer" means the person by whom a dock worker is employed or is to be employed and includes a group of dock employers formed under clause 14(1) (d);
- (h) "dock work" means operations at places or premises to which the Scheme relates, ordinarily performed by dock workers of the classes or descriptions to which the Scheme applies;
- (i) "employers' register" means the register of dock employers maintained under the Scheme;
- (j) "Labour Officer" means the Labour Officer appointed by the Administrative Body under clause 12;
- (k) "monthly worker" means a registered dock worker who is engaged by a registered employer or a group of such employers on monthly basis under a contract which requires for its termination at least one month's notice on either side;
- (l) "register or record" means the register or record of dock workers maintained under the Scheme;
- (m) "registered dock worker" means a dock worker whose name is for the time being entered in the register or record;
- (n) "registered employer" means a dock employer whose name is for the time being entered in the employers' register;
- (o) "reserve pool" means a pool of registered dock workers who are available for work, and who are not for the time being in the employment of a registered employer or a group of dock employers as monthly workers;
- (p) "vessel" means an ocean going vessel or ship whose gross registered tonnage is not less than 350 tons;
- (q) "week" means the period commencing from mid-night of Saturday and ending at the mid-night of the next succeeding Saturday.

4. Vizagapatam Dock Labour Board.—(1) The Central Government shall, by notification in the Official Gazette, constitute a Board to be called "the Vizagapatam Dock Labour Board" which shall, subject to the provisions hereinafter contained, be responsible for the administration of the Scheme.

(2) The Board shall be a body corporate by the name aforesaid, having perpetual succession and a common seal, with power to acquire, hold and dispose of property, both movable and immovable, and to contract, and shall by the said name sue and be sued.

(3) The Board shall consist of not less than nine members to be appointed by the Central Government and shall include an equal number of members representing—

- (i) the Central Government,
- (ii) the dock workers, and
- (iii) the employers of dock workers and shipping companies.

(4) The Chairman of the Board shall be nominated by the Central Government from among the members representing the Government, and the Vice-Chairman of the Board shall be elected by the members of the Board from among themselves.

(5) The persons representing respectively the dock workers and the employers shall be appointed after consulting such Associations of persons as appear to the Central Government to be representative of such workers and such employers.

(6) There shall be paid to the non-official members of the Board such salaries, fees and allowances as may, subject to the approval of the Central Government be, determined by the Board, from time to time.

(7) (a) A member other than a member representing the Central Government shall hold office for a period of three years from the date of the notification appointing him as a member and shall be eligible for re-appointment:

Provided that an outgoing member shall continue in office until the appointment of his successor is notified in the Official Gazette:

Provided further that a member appointed to fill a casual vacancy shall hold office for the unexpired portion of the term of the person in whose place he is appointed.

(b) A member representing the Central Government may be appointed either by name or by virtue of his office. Every such member shall hold office during the pleasure of the Central Government.

(c) A member other than a member representing the Central Government may resign his office by letter under his hand addressed to the Chairman.

(d) If a member proposes to proceed out of India, he shall, before doing so intimate to the Chairman, the proposed date of his departure from and of his return to, India and, if he intends to be absent from India for a period exceeding six months, he shall tender his resignation.

(e) A member shall be deemed to have vacated his office:—

(i) If he proceeds out of India without complying with the provisions of sub-clause (d); or

(ii) If he becomes insolvent; or

(iii) If he is convicted of an offence which, in the opinion of the Central Government, involves moral turpitude; or

(iv) If he is absent from three consecutive ordinary meetings of the Board without leave of absence from the Chairman; or

(v) If, in the opinion of the Central Government, a member who was appointed to represent dock workers or employers of dock workers and shipping companies ceases to be representative of dock workers or their employers or the shipping companies, as the case may be; or

(vi) If, in the opinion of the Central Government, it is for any other reason not desirable that he should continue to be a member;

every vacancy under this sub-clause shall be notified in the Official Gazette.

(f) If, on a report from the Chairman and after such enquiry as it may deem necessary, the Central Government is of opinion that a body or association which is represented on the Board has acted or is acting in a manner prejudicial to the working of the Scheme or to the attainment of its objective, it may by order suspend the representation of that body or association until such time or for such period as may be specified in such order.

(8) The quorum for and the procedure at meetings of the Board shall be such as the Board may from time to time determine.

(9) If any question arises for the decision of the Board, it shall be decided by vote of the majority of the members present and voting, and in case of equality of votes, the Chairman shall have a second or a casting vote.

(10) The Chairman may invite any person to be present at any meeting and to participate in the discussion but such person shall not be entitled to vote.

5. Administrative Body.—(1) The Central Government may, by notification in the Official Gazette, appoint the Vizagapatam Stevedores' Association or any other authority to be the Administrative Body for the purpose of carrying on the day-to-day administration of the Scheme.

(2) The Administrative Body shall, subject to the provisions of clauses 9 and 44, carry on the day-to-day administration of the Scheme.

(3) The Central Government may, for sufficient cause, remove any Administrative Body appointed under sub-clause (1):

Provided that the Administrative Body shall not be removed unless it has been given a reasonable opportunity of being heard.

6. Executive Officer and other staff.—The Board may appoint an Executive Officer and such other officers and servants as it deems necessary and pay them such salaries and allowances and prescribe such terms and conditions of service as it deems fit.

Provided that no post the maximum salary of which exclusive of allowance is Rs. 500 or more per mensem shall be created and no appointment to such post shall be made by the Board except with the previous approval of the Central Government.

Provided further that the sanction of the Central Government shall not be necessary to any appointment in a leave vacancy of a duration of not more than one month.

7. Functions of the Board.—(1) The Board may take such measures as it may consider desirable for furthering the objects of the Scheme including measures for—

- (a) ensuring the adequate supply and the full and proper utilisation of the dock labour for the purpose of facilitating the rapid and economic turnround of vessels and the speedy transit of goods through the port;
- (b) regulating the recruitment and entry into and the discharge from the Scheme, of dock workers and the allocation of registered dock workers in the reserve pool to registered employers;
- (c) determining and keeping under review, in consultation with the Administrative Body, the number of registered employers and registered dock workers from time to time on the registers or records and the increase or reduction to be made in the numbers in any such register or record;
- (d) keeping, adjusting and maintaining the employers' registers, entering or re-entering therein the name of any dock employer and, where circumstances so require, removing from such register the name of any registered employer, either at his own request or in accordance with the provisions of the Scheme;
- (e) keeping, adjusting and maintaining from time to time such registers or records, as may be necessary, of dock workers, including any registers or records of dock workers who are temporarily not available for dock work and whose absence has been approved by the Administrative Body and, where circumstances so require, removing from any register or record the name of any registered dock worker either at his own request or in accordance with the provisions of the Scheme;
- (f) the grouping or regrouping of all registered dock workers into such groups as may be determined by the Board after consultation with the Administrative Body and thereafter reviewing the grouping of any registered dock worker on the application of the Administrative Body or of the registered dock worker;
- (g) making provision for the training and welfare of registered dock workers including medical benefits in so far as such provision does not exist apart from the Scheme;
- (h) levying and recovering from registered employers, contributions in respect of the expenses of the Scheme;
- (i) making provision for health and safety measures in places where dock workers are employed in so far as such provision does not exist apart from the Scheme;
- (j) maintaining and administering the Dock Workers Welfare Fund and recovering from all registered employers contribution towards the Fund in accordance with the rules of the Fund framed under clause 53;
- (k) maintaining and administering a Provident Fund and a Gratuity Fund for registered dock workers in the Reserve Pool;
- (l) borrowing or raising money and issuing debentures or other securities and, for the purpose of securing any debt or obligation, mortgaging or charging all or any part of the property of the Board.

(2) The income and property of the Board from whatever sources derived shall be applied solely towards the objects of the Scheme including health, safety, training and welfare measures for dock workers and no portion thereof shall be

paid or transferred directly or indirectly by way of dividend bonus, or otherwise by way of benefit to the members of the Board, provided that nothing herein shall prevent the payment of reasonable and proper remuneration and expenses to any officer or servant of the Board or to any member of the Board in return for any services actually rendered to the Board, nor prevent the payment to any such member of interest at a reasonable rate on money lent or reasonable and proper rent for premises demised or lent, by him to the Board.

(3) The Board shall cause proper accounts to be kept of the cost of operating the Scheme and of all receipts and expenses under the Scheme.

(4) The Board shall submit to the Central Government an annual report on the working of the Scheme, an audited balance sheet and copies of proceedings of the meetings of the Board.

8. Responsibilities and duties of the Board in meeting.—The Board shall meet from time to time to deal in meeting shall be responsible for dealing with all matters of policy and in particular to:—

- (a) fix the number of dock workers to be registered under various categories;
- (b) increase or decrease the number of workers in any category on the register or record from time to time as may be necessary after a periodical review of the registers and anticipated requirements;
- (c) sanction the temporary registration of a specified number of workers in any category for a specified period;
- (d) consider registration of new employers on the recommendation of the Chairman;
- (e) prescribe forms, records, registers, statements and the like required to be maintained under the Scheme;
- (f) determine the wages, allowance and other conditions of service, and refix the guaranteed minimum wages in a month after annual review;
- (g) fix the rate of levy under clause 51(1);
- (h) fix the rate of contribution to be made by registered employers to the Dock Workers Welfare Fund;
- (i) appoint, abolish or reconstitute Committees under clause 35;
- (j) sanction the Annual Budget;
- (k) appoint the Executive Officer;
- (l) subject to the provisions of clause 6, sanction the creation of posts the maximum salary of which exclusive of allowances is not less than Rs. 250/- per mensem and make appointments to such posts.
- (m) make recommendations to the Central Government about changes in Schedule I;
- (n) make recommendations to the Central Government about any modifications in the Scheme;
- (o) endeavour to settle disputes about which a request for adjudication has been made to the Central Government by the parties concerned and report to the Government the results of such endeavours;
- (p) discuss statistics of output of labour and turnaround of ships and record its observations and directions; and
- (q) sanction the opening of accounts in such scheduled Banks as it may direct and the operation of such accounts by such persons as the Board may from time to time direct.

9. Responsibilities and duties of Chairman.—(1) The Chairman shall have full administrative and executive powers to deal with all matters relating to the day-to-day administration of the Scheme and in particular—

- (a) to ensure that the decisions of the Board in regard to the adjustment of the workers' registers are carried out expeditiously;
- (b) to ensure that the sanctions for temporary registration of workers are carried out without delay;
- (c) (i) to supervise and control the working of the Administrative Body;
- (ii) to take suitable steps if any irregularities are detected by him or brought to his notice;

- (d) to ensure that proper and adequate supervision is provided by the registered employers over the workers employed on their ships;
- (e) to ensure that the provisions of the Scheme in regard to transfer and promotion of workers are carried out;
- (f) to constitute Medical Boards when required;
- (g) to ensure that conditions, laid down in the Scheme, for the registration of employers are complied with by them;
- (h) to ensure that all forms, registers, returns and documents, prescribed under the Scheme, are properly maintained;
- (i) to ensure that suitable statistics in regard to the output of labour and the turnround of vessels are compiled and placed before the Board every quarter with appropriate remarks and explanations;
- (j) to sanction the creation of posts the maximum salary of which exclusive of allowances is below Rs. 250 per month and to make appointments to such posts;
- (k) to take disciplinary action against registered dock workers and employers in accordance with the provisions of the Scheme;
- (l) to allow relaxation in the maximum number of shifts per worker per week or per month, and to report such cases to the Board;
- (m) to declare that there has been a 'go-slow' and to take action as authorised under the Scheme;
- (n) to declare a 'state of emergency' and to take action as authorised under the Scheme;
- (o) to make a report, when necessary, to the Central Government under clause 4(7) (f);
- (p) to sanction the transfer of a monthly worker to the reserve pool at the request of the employer or the dock worker, as provided for in the Scheme;
- (q) to deal with appeals under clauses 47 and 48; and
- (r) to discharge all other duties and responsibilities specifically vested in the Chairman under the Scheme.

(2) The Chairman may delegate in writing to the Executive Officer any of the functions under sub-clause (1) above excepting those mentioned in items (j), (l), (m), (n), (o), (p) and (r). Such delegation, however, shall not divest the Chairman of his powers.

10. Responsibilities and duties of the Executive Officer.—The Executive Officer shall be a whole time Officer of the Board and shall assist the Chairman in the discharge of his functions and in particular shall:—

- (a) discharge all functions relating to disciplinary action against registered employers and dock workers to the extent permitted under clause 44;
- (b) exercise such other functions as are delegated to him in writing by the Chairman.

11. Functions of the Administrative Body.—Without prejudice to the powers and functions of the Board, the Chairman and the Executive Officer, the Administrative Body shall be responsible for the administration of the Scheme and shall in particular be responsible for:—

- (a) keeping, adjusting and maintaining the employers' register, entering or re-entering therein the name of any dock employer and, where circumstances so require removing from the register the name of any registered employer either at his own request or in accordance with the provisions of the Scheme;
- (b) keeping, adjusting and maintaining from time to time such registers or records as may be necessary, of dock workers, including any registers or records of dock workers who are temporarily not available for dock work and whose absence has been approved by the Administrative Body and where circumstances so require, removing from any register or record the name of any registered dock worker either at his own request or in accordance with the provisions of the Scheme;

- (c) the employment and control of registered dock workers available for work when they are not otherwise employed in accordance with the Scheme;
 - (d) the grouping or re-grouping of registered dock workers in accordance with the instructions received from the Board in such groups as may be determined by the Board;
 - (e) the allocation of registered dock workers in the reserve pool who are available for work to registered employers and for this purpose the Administrative Body shall:—
 - (i) be deemed to act as an agent for the employer,
 - (ii) make the fullest possible use of registered dock workers in reserve pool,
 - (iii) keep the record of attendance at call stands or control points of registered dock workers.
 - (iv) provide for the maintenance of the records of employment and earnings,
 - (v) subject to the allotment of work by rotation under clause 28(3), allocate registered dock workers in accordance with clauses 18 and 29, and
 - (vi) make necessary entries in the Attendance and Wage Cards of the registered dock workers in the reserve pool as laid down in clause 26;
 - (f) (i) the collection of levy, contribution to the Dock Workers Welfare Fund or any other contribution from the employers as may be prescribed under the Scheme;
 - (ii) the collection of the registered dock workers' contribution to the Provident Fund, Insurance Fund or any other fund which may be constituted under the Scheme;
 - (iii) the payment as agent of the registered employer to each daily worker of all earnings properly due to the dock worker from the employer and the payment to such workers of all monies payable by the Board to those workers in accordance with the provisions of the Scheme;
 - (g) appointing, subject to budget provision, such officers and servants from time to time as may be necessary;
- Provided that appointments to posts the maximum salary of which exclusive of allowances is not less than Rs. 250/- per month shall be subject to clauses 8(b) and 9(1) (j);
- (h) the keeping of proper accounts of the cost of operating the Scheme and of all receipts and expenses under it and making and submitting to the Board an annual report and audited balance-sheet;
 - (i) the framing of budget annually and for getting it approved by the Board;
 - (j) maintaining complete service records of all registered dock workers; and
 - (k) such other functions as may from time to time, subject to the provisions of the Scheme, be assigned to it by the Board or the Chairman.

12. Labour Officer.—The Administrative Body when it consists of employers of dock workers shall appoint a Labour Officer or Labour Officers with the approval of the Board. The Labour Officer shall under the supervision and control of the Administrative Body, carry out such functions as may be assigned to him by that Body consistent with the provisions of the Scheme.

13. Officers appointed by the Central Government for proper working of the Scheme.—(1) Notwithstanding the provisions of clauses 5 and 6, the Central Government may in its discretion appoint from time to time, in consultation with the Chairman of the Board, one or more officers and entrust to such officer or officers such functions as it may deem fit for the proper working of the Scheme.

(2) Such officers shall be subject to the general supervision and control of the Chairman and be paid from the funds of the Board. They shall hold office for such period and on such terms and conditions as the Central Government may determine.

14. Maintenance of Registers etc.—(1) Employers' Register—

- (a) There shall be a register of employers.
- (b) In so far as the application of the Scheme to stevedore labour is concerned, every stevedore who is licensed by Vizagapatam Port at the time when the Scheme is put into operation shall be entitled to be registered under the Scheme but no such person shall be so entitled unless he applies for registration on or before the date fixed by the Board for the purpose.
- (c) Persons other than those registered under item (b) shall not be registered as stevedores unless the Board considers it expedient and necessary to do so and in no case shall a person be registered until he has been licensed in that behalf by the Port Authority.
- (d) The Board may, subject to such conditions as it may with the previous approval of the Central Government prescribe in this behalf, permit persons registered under item (b) or (c), to form one or more groups and each group so formed shall be treated as one employer only for employment of monthly workers:

Provided that the Board shall have power to make with the previous approval of the Central Government such alterations or modifications in the conditions prescribed, as it may deem necessary from time to time:

Provided further that the Board may revoke from such date as it may specify, the permission given to any group of employers if, after giving an opportunity to the group of employers to show cause against the proposal and after considering its representations, if any, the Board is satisfied that the group of employers has failed to comply, in part or in full, with the conditions prescribed for the formation of such group and the said group shall stand dissolved from such date.

(2) *Workers' Registers.*—(a) The register or record of dock workers shall be maintained in the forms prescribed by the Board for this purpose.

(b) The registers of stevedore workers shall be as under namely:—

- (i) *Monthly Register.*—Register of workers who are engaged by each stevedore on contract on monthly basis and who are known as monthly workers. This register may include a list of stevedore mazdoors known as leave reserve workers to fill in casual vacancies in gangs.
- (ii) *Reserve Pool Register.*—Register of workers other than those on the monthly register and known as Reserve Pool workers shall include a sub-pool of stevedore mazdoors to fill casual vacancies. The dock workers included in such a sub-pool shall be known as leave reserve workers.

15. Classification of workers in Registers.—(1) The Board shall arrange for the classification of workers by categories in the registers.

(2) Dock workers registered under the Scheme shall be classified into:—

- (a) Deck Foreman.
- (b) Tindal.
- (c) Winchman
- (d) Tipper
- (e) Signalman
- (f) Stevedore Mazdoor (including trimmers)
- (g) Tally clerk.

16. Fixation of number of workers on the Register.—The Board shall in consultation with the Administrative Body determine, before the commencement of registration in any category, the number of workers required in that category.

17. Registration of existing and new workers.—(1)(a) Any stevedore mazdoor who on the date of the enforcement of the Scheme is already registered with the Vizagapatam Stevedores' Association shall be entitled to registration. But no such person shall be so entitled unless he applies for registration on or before the date fixed by the Board for this purpose.

(b) Registration of workers in a category other than that mentioned in item (a) shall be done from among workers who have been or were working in the Port on any such date as the Board may prescribe on this behalf and selection for registration shall be made as far as possible on the basis of seniority;

(c) The qualifications regarding age, physical fitness, capacity experience and the like for new registration shall be such as may be prescribed by the Board but the age prescribed shall not exceed 40 years. Indian Nationals only shall be eligible for registration.

(d) Registration of workers in any new category shall be done from among workers who have been or were working in the Port on any such date as the Board may prescribe in this behalf and selection for registration shall be made as far as possible on the basis of seniority, i.e., in the order of the total period for which a dock worker has worked in that category provided that the worker is medically fit and is not more than 60 years of age.

(2) (i) Subject to items (ii) to (v) below, tally clerks, who are in the permanent employment of shipping companies or shipping agents or the stevedores on monthly salary basis on the date this Scheme comes into force shall not be registered but they can work without being registered.

(ii) Each employer of a permanent tally clerk shall supply to the Board a list showing the names and such other particulars as the Board may require, of tally clerks.

(iii) The strength of permanent tally clerks under an employer shall not be increased except with the previous approval of the Board, and if it is found necessary to fill the permanent vacancies in the strength of permanent tally clerks, these shall be filled by selection from reserve pool of tally clerks.

(iv) The Board may, subject to such conditions as it may specify, permit in its discretion registration of a permanent tally clerk in the reserve pool if a written request therefor is received from him.

(v) For work which cannot be done by permanent tally clerks, workers on the reserve pool register shall be employed through the registered employers.

(3) The following principles shall apply in respect of registration of Tally clerks, Foreman, Trindal, Winchman, Tipper and Signalmen and other categories which may after the date of enforcement of the Scheme be included in Schedule I:

(a) Before a worker is registered in any of the above categories, the Board shall under clause 16 make a thorough investigation with a view to arriving at an estimate of the number of workers in that category that are likely to be required out of all the *bona fide* workers in that category who may then be working in the docks.

(b) There shall be a provisional registration based on the anticipated requirements and the mere fact that a worker has been working before in the port shall not automatically entitle him to registration.

(c) After the provisional registration has been completed, the booking rotation shall start without allowing, at that stage, any financial benefits other than wages which accrue to registered workers under the Scheme.

(d) A reassessment of the requirements shall be made after six months in the light of the actual employment obtained by workers provisionally registered and the provisional registration shall then be adjusted accordingly. The payment of attendance allowance under clause 31 only shall commence from that time.

(e) The working under these conditions shall be examined after a year of the introduction of the rotational booking with a view to fixing the number of days for which the guaranteed minimum wages under clause 30, should be paid. From then onwards the workers will be entitled to all the benefits under the Scheme.

(f) The minimum number of days in a month for which wages are guaranteed under clause 30 to categories of workers previously registered shall not automatically be claimed by workers of the categories to be registered after the date of enforcement of the Scheme. Such minimum number of days may vary from category to category as determined under item (e) above.

(g) The wages of the workers in categories which may be registered after the date of enforcement of the Scheme, shall be such as may be fixed by the Board from time to time.

(4) The Board may from time to time permit the registration of workers temporarily for such periods and on such terms and conditions of service as the Board may specify:

Provided that the workers registered temporarily shall be entitled to attendance allowance under clause 31 and shall have the same obligations as registered dock workers in the reserve pool.

(5) Any fresh recruitment, whether on a temporary or permanent basis, in any category in which dock workers have already been registered under the Scheme shall be done from amongst workers registered with the local Employment Exchange. If however, the requirement exceeds the number of suitable men available on the register of the Employment Exchange on the day of the requisition, direct recruitment, after absorbing suitable men from the Employment Exchange register, may be made.

(6) New workers registered under item (b) of sub-clause (1) will be on probation for a period of three months before being placed on a permanent basis on the registers.

(7) Notwithstanding any other provision of the Scheme, where the Board is of opinion that a dock worker has secured his registration by furnishing false information in his application or by withholding any information required therein, or where it appears that a worker has been registered improperly or incorrectly, the Board in meeting may direct the removal of his name from the registers:

Provided that before giving any such direction the Board shall give him an opportunity of showing cause why the proposed direction shall not be issued.

18. Promotion and Transfer of Workers.—(1) A vacancy, other than a casual vacancy, in any category of workers in a reserve pool register shall ordinarily be filled by promotion of a worker from the next lower category.

(2) A vacancy, other than a casual vacancy, in any category of monthly workers may be filled only by promotion from lower categories of monthly workers of the same employer or group of employers or, if no person is suitable for promotion from lower categories of monthly workers of the same employer or group of employers, by transfer of a worker in the same or a superior category from the reserve pool who may be selected by a registered employer or a group of employers.

Explanation.—The criteria for promotion shall ordinarily be:—

- (a) seniority,
- (b) merit and fitness for work in the category to which promotion is to be made, and
- (c) record of past service.

Note.—A transfer from the reserve pool register to the monthly register in the same category or *vice-versa* shall not be deemed a promotion.

(3) The Chairman or the Executive Officer may for sufficient and valid reasons allow the transfer of a monthly worker to the reserve pool on a request in writing of the employer or the worker explaining fully the reasons for the transfer, provided that such transfer shall be subject to the fulfilment of any contract subsisting between the monthly worker and his employer regarding termination of employment. No transfer shall take place without the prior approval of the Chairman or the Executive Officer.

(4) If the services of a monthly worker are terminated by an employer for an act of discipline or misconduct he may apply to the Board for employment in the reserve pool. The Executive Officer on behalf of the Board shall then decide on the merits of the case whether or not the dock worker should be employed and if so, whether in the same or a lower category.

(5) If a monthly worker is transferred to or employed in the reserve pool under sub-clause (3) or sub-clause (4) as the case may be, his previous service shall be reckoned for all benefits in the reserve pool and the employer shall transfer to the Board all benefits that have accrued to the worker in respect of his previous service as if such service had not been transferred. The employer

shall in particular contribute to the Board such amount as may be appropriate towards the worker's leave, Provident Fund or gratuity that may be due to him on the date of such transfer.

19. Medical Examination.—(1) A new worker before registration shall undergo, free of charge, a medical examination for physical fitness by a Medical Officer nominated by the Chairman for this purpose. A worker found medically unfit by a Medical Officer may apply in writing to the Chairman and simultaneously deposit with him such fees as may be prescribed in this behalf, for examination by a Medical Board. On receipt of such a request, the Chairman, shall set up a Medical Board. The decision of the Medical Board shall be final and worker who is medically unfit shall not be entitled to registration.

(2) If the Administrative Body deems it necessary, a worker shall undergo free of charge a medical examination by a Medical Board to be constituted by the Chairman. The Decision of the Medical Board shall be final. If a worker is found permanently unfit by the Medical Board the Chairman shall terminate his services forthwith.

20. Facilities for Training.—The Board shall make provision for training of suitable registered dock workers in the duties of Winchmen or in any other duties like signalling, etc. that it may deem necessary.

21. Registration Fee.—A registration fee of rupees two shall be payable to the Board by each worker:

Provided, however, that the fee for workers registered at the commencement of the Scheme shall be rupee one.

22. Supply of cards.—(1) Every registered worker shall be supplied, free of cost, with the following cards in the forms prescribed by the Board, namely:

- (i) Identity card,
- (ii) Attendance card, and
- (iii) Wage card.

(2) In case of loss of a card, a fresh card will be issued but the cost thereof which will be fixed by the Board, shall be payable by the worker concerned.

23. "Service Records" for registered workers.—A "Service Record" for every monthly and daily worker shall be maintained by the Administrative Body in a form to be prescribed by the Board which shall contain, among other things, a complete record of disciplinary actions taken against the worker, promotions, commendations for good work etc. Such details in respect of monthly workers shall be supplied to the Administrative Body by the registered employers.

24. "Record Sheets" for registered employers.—The Executive Officer shall maintain a "Record Sheet" in respect of each registered employer in a form to be prescribed by the Board which shall contain, among other things, a complete record of disciplinary actions taken against the registered employer.

25. Surrender of Cards.—A worker's card shall be surrendered to the Administrative Body in any of the following circumstances namely:—

- (a) When proceeding on leave, for three days or more;
- (b) When retiring from service;
- (c) When dismissed or discharged from service;
- (d) When temporarily suspended; or
- (e) On death;

Provided that the employer of a monthly worker will also surrender the card of the worker to the Administrative Body in the case of (a), (b), (c), (d) and (e) above.

26. Entries in Attendance Card and Wage Card.—(1) A registered dock worker in the reserve pool shall hand over his Attendance Card and Wage Card to the Administrative Body at the time he is allocated for work to a registered employer unless any of the cards has already been deposited with the said Body previously and has not been returned to the worker. The Administrative Body shall arrange to make necessary entries in the Attendance Card and the Wage Card in respect of the period of work done by the worker and return them to him as soon as the entries have been made.

(2) A monthly worker shall hand over his Attendance Card and Wage Card to his employer at the time when he is allotted work on a ship unless any of the cards has already been deposited with the employer previously and has not been returned to the worker. The said employer shall make necessary entries in the cards in respect of the period of work done by the worker and return them to him as soon as the entries have been made.

27. Employment of Workers.—(1) A monthly worker of a particular category attached to a registered employer or a group of employers shall be entitled to be employed for work in that category by that employer or group of employers in preference to any worker of the same category in the reserve pool.

(2) If the number of workers on the monthly register in a particular category is not sufficient for the work available, the workers on the reserve pool register in that category shall be employed.

(3) A monthly worker of one employer or a group of employers shall not be employed by another employer or group of employers, except with the previous approval of the Chairman or the Executive Officer.

28. Employment in shifts.—(1) Workers shall be employed in shifts.

(2) (a) A worker shall not ordinarily be employed in two consecutive shifts nor shall a worker be employed in two consecutive shifts on each of two successive days. In no case shall a worker be employed in three consecutive shifts.

(b) A worker in the reserve pool shall not be employed for more than 8 shifts in a week or 30 shifts in a month.

(c) Normally, a monthly worker shall not be employed for more than 6 shifts in a week or 27 shifts in a month but when a worker in the reserve pool who has not reached the maximum limit of employment defined in item (b) above is not available, a monthly worker may be employed up to 8 shifts in week or 30 shifts in a month.

(d) In special circumstances, the Chairman may relax temporarily the restrictions under items (b) and (c) to the extent necessary.

(e) Workers working more than one shift in a day will be entitled to the normal rate of wages for work in each shift.

(3) Workers of each category on the reserve pool register shall be allotted work by rotation.

(4) Where work is carried on by a gang, the allotment of workers by rotation shall be by gangs.

29. Filling up of Casual Vacancies.—Casual vacancies in the monthly and reserve pool registers in the categories of Tindal and Stevedore Mazdoor shall be filled up in the following manner:—

When a Tindal is absent the senior most Stevedore Mazdoor in the shift shall work as Tindal. The resultant vacancy shall be filled by leave reserve workers by rotational booking.

30. Guaranteed Minimum Wages in a month.—(1) A worker in the reserve pool register shall be paid wages at least for twelve days in a month at the wage rate, inclusive of dearness allowance, as prescribed by the Board appropriate to the category to which he permanently belongs, even though no work is found for him for the minimum number of *twelve* days in a month. The days on which work is allotted to the worker shall be counted towards the *twelve* days mentioned above. The guaranteed minimum wages in a month shall be—

(a) for the number of days for which wages are guaranteed in a month subject to the condition that the worker attended for work on all days of the month as directed by the Administrative Body; or

(b) proportionate to the number of days on which the worker attended for work provided he was excused from attendance on all the remaining days of the month.

(2) Subject to the provisions of sub-clause (1), the minimum number of days in a month for which wages are guaranteed may be fixed by the Board for each year on the basis of the monthly average employment obtained by the workers.

in the reserve pool in the lowest category of stevedore workers during the preceding year until the minimum number of days reaches 21; provided that the number so fixed shall not, in any case, be less than the number of the preceding year.

NOTE.—The method of assessing the average employment is detailed in Schedule II.

(3) The minimum number of days for which wages shall be guaranteed under sub-clauses (1) and (2) above shall not automatically apply to workers in new categories that may be registered after the date of enforcement of the Scheme. The minimum number of days for which wages shall be guaranteed to these categories shall be determined under clause 17(3)(e). The annual refixation of the minimum number of days as under sub-clause (2) shall be done independently in their case also.

Explanation.—In sub-clauses (1), (2) and (3) of this clause a 'day' shall mean a shift.

31. Attendance allowance.—Subject to the other provisions of the Scheme, a worker on the reserve pool register who is available for work but for whom no work is found shall be paid attendance allowance at the rate of rupee one per day for the days on which during a calendar month he attended for work as directed by the Administrative Body and no work was found for him:

Provided that the Board may allow payment of attendance allowance at such higher rate not exceeding rupees one and fifty naye paise as it may deem necessary:

Provided further that no attendance allowance shall be payable for any day for which full wages, inclusive of dearness allowance, have been paid under clause 30 or otherwise or for which disappointment money is paid under clause 33.

32. Employment for a shift.—(1) No worker in the reserve pool register shall be employed for a period of less than a shift and where the work for which a worker has been engaged is completed during the working period of the shift he shall undertake such other work in or at the same or another vessel or berth as may be required by the same employer for the remainder of the period and if no such other work is made available to him, he shall be paid in the following manner:—

(i) if he is engaged on time-rate basis he shall be paid the time-rate wage for the entire shift;

(ii) if he is engaged on a piece rate basis he shall be paid in addition to the piece rate wages earned by him in that shift, the calculated daily time-rate wage for the period he is rendered idle for want of work.

(2) Where a worker is allotted to a registered employer for work in a particular shift but the worker after reporting to the berth, is not engaged by the employer for the reason that the ship has not been berthed, he may be required to work for another employer in another ship berthed at the same place during that shift

33. Disappointment money.—When a worker in the reserve pool presents himself for work and for any reason the work for which he has attended cannot commence or proceed and no alternative work can be found for him and he is relieved within 2 hours of his attending for work, he shall be entitled to disappointment money equal to half the time-rate wage inclusive of dearness allowance, appropriate to the category to which he belongs. A worker detained for more than 2 hours shall be paid full time-rate wages inclusive of dearness allowance.

34. Holidays.—Each worker shall be entitled in a year to 8 holidays with pay at such rates as may be prescribed by the Board under clauses 40 and 41 including all such days, which shall not exceed 6 in a year, as are declared by the Board as closed holidays. Any payment made under this clause shall be exclusive of the payment calculated under clause 30.

35. Committees.—The Board may appoint one or more committees to whom it may entrust such of its functions as it may deem necessary to facilitate compliance with the provisions of the Scheme and may abolish or reconstitute them as it may deem necessary. Persons who are not members of the Board may if necessary be nominated as co-opted members of a committee such co-opted member, however, shall not have any right of vote.

36 Obligations of registered dock workers.—(1) Every registered dock worker shall be deemed to have accepted the obligations of the Scheme

(2) A registered dock worker in the reserve pool who is, available for work shall be deemed to be in the employment of the Board

(3) A registered dock worker in the reserve pool who is available for work shall not engage himself for employment under a registered employer unless he is allocated to that employer by the Administrative Body

(4) A registered dock worker in the reserve pool who is available for work shall carry out the directions of the Administrative Body and shall—

(a) report at such call stands or control points and at such times as may be specified by the Administrative body and shall remain at such call stands or control points—

(i) throughout the period of the shift, if instructed by the Administrative Body to that effect, on payment of such retention allowance as may be prescribed by the Board, or

(ii) for such period, not exceeding one hour, as may be specified, and

(b) accept any employment in connection with dock work, whether in the category in which he has been registered or in any other category for which he is considered suitable by the Administrative Body

(5) A registered dock worker who is available for work when allocated by the Administrative Body for employment under a registered employer shall carry out his duties in accordance with the directions of such registered employer or his authorised representative or supervisor and the rules of the port or place where he is working

37 Obligations of registered employers.—(1) Every registered employer shall accept the obligations of the Scheme

(2) Subject to the provisions of clause 27 and the relaxation given in clause 27(2), a registered employer shall not employ a worker other than a dock worker who has been allocated to him by the Administrative Body in accordance with the provisions of clause 11(e)

(3) A registered employer shall, in accordance with arrangements made by the Administrative Body, submit all available information of his current and future labour requirements

(4) A registered employer shall lodge with the Administrative Body, unless otherwise directed, particulars of the tonnage handled by workers on piece-rate and such other statistical data as may be required in respect of the registered dock workers engaged by him

(5) (i) A registered employer shall pay to the Administrative Body in such manner and at such times as the Board may direct the levy payable under clause 51(1) and the gross wages due to daily workers.

(ii) A registered employer shall make payment as contributions to the Dock Workers Welfare Fund under clause 53

(6) A registered employer shall keep such record as the Board may require, and shall produce to the Board or to such persons as may be designated by the Board upon reasonable notice all such records and any other document of any kind relating to registered dock workers and to the work upon which they have employed and furnish such information relating thereto as may be set out in any notice or directions issued by or on behalf of the Board

38 Restriction on employment.—(1) No person other than a registered employer shall employ any worker on dock work nor shall a registered employer engage subject to the exemption specified in clause 17(2), for employment or employ a worker on dock work unless that worker is a registered dock worker.

(2) Notwithstanding the foregoing provisions of this clause—

(a) Where the Administrative Body is satisfied that—

(i) dock work is emergently required to be done, and

(ii) it is not reasonably practicable to obtain a registered dock worker for that work,

the Administrative Body may, subject to any limitations imposed by the Board, allocate to a registered employer a person who is not a registered dock worker. In selecting such workers the local Employment Exchange organisation shall, as far as possible, be consulted:

Provided that whenever under-registered workers have to be employed, the Administrative Body shall obtain, if possible, the prior approval of the Chairman to the employment of such workers, and where this is not possible shall report to the Chairman within 24 hours the full circumstances under which such workers were employed and the Chairman shall duly inform the Board of such employment at its next meeting;

(b) In the case referred to in item (a) the person so employed as aforesaid by a registered employer shall, for the purposes of clause 37(4), (5) and (6) and clauses 40 and 41, be treated in respect of that dock work as if he were a daily worker.

(3) A registered worker in the reserve pool may, provided he fulfils fully his obligations under clause 36, take up occasional employment under employers other than those registered under the Scheme on those days on which he is not allocated for work by the Administrative Body.

39. Circumstances in which the Scheme ceases to apply:—

(1) The Scheme shall cease to apply to a registered dock worker when his name has been removed from the register or record in accordance with the provisions of the Scheme.

(2) The Scheme shall cease to apply to a registered employer when his name has been removed from the employers register in accordance with the provisions of the Scheme.

(3) Nothing in this clause shall affect any obligation incurred or right accrued during any time when the person was a registered dock worker or a registered employer.

40. Wages, allowances and other conditions of service of certain classes of workers.—Unless otherwise specifically provided for in the Scheme, it shall be an implied condition of the contract between a registered dock worker (whether in the reserve pool or on the monthly register) not being a worker to whom the provisions of clause 41 apply, and a registered employer that—

(a) the rates of wages, allowances and overtime, hours of work, rest interval, holidays and pay in respect thereof and other conditions of service shall be such as may be prescribed by the Board for each category of workers; and

(b) the fixation of wage periods, time for payment of wages and deductions from wages shall be in accordance with the provisions of the payment of Wages Act, 1936.

41. Wages allowances and other conditions of service of Winchmen, Tipper, Tindal and Stevedore Mazdoor.—(1) Unless otherwise specifically provided for in the Scheme, it shall be an implied condition of the contract between a registered dock worker in the categories of Winchman, Tipper, Tindal and Stevedore mazdoor, (whether in the reserve pool or on the monthly register) and a registered employer that the rates of Wages, allowances and overtime, hours of work, rest intervals, holidays and pay in respect thereof and other conditions of service shall be such as may be prescribed by the Board for each category of Workers subject to the provisions of sub-clauses (2), (3), (4), (5), (6) and (7).

(2) The Board shall appoint a Committee consisting of representatives of registered employers, Shipping Companies workers and the Port Authority and a nominee of the Central Government to determine the norms for output in respect of cargoes of different kinds, and/or Lines and/or Zones.

In fixing the norm the Committee should take into consideration the output during the last 3 years. Should the Committee, not be able to prescribe agreed norms within a period of two months of having been asked to do so, the Chairman of the Board may determine such norms and submit them to the Central Government for approval. These norms shall be adopted as standard output required of workers. The same procedure shall be followed if and when a revision of the norms is considered necessary by the Board.

(3) The Board shall by regulations relate the wages earned to the actual output of workers. The regulations shall be submitted to the Central Government for approval before implementation.

(4) The regulations framed under sub-clause (3) shall *inter alia* provide for the following:—

(i) A worker shall be entitled to the normal wage prescribed by the Board if he with the other members of his gang produces the standard output.

(ii) If the actual output of a gang is more or less than the standard output, the normal wage shall be enhanced or reduced in such proportion as may be determined by the Board:

Provided that the earnings of a worker shall in no case be lower than a guaranteed daily wage to be fixed by the Board from time to time subject to the condition that it shall not be less than 3/5th of the normal Wage.

(iii) A worker will be entitled to a time-rate wage, to be prescribed by the Board, for any period or periods for which loading and unloading may be held up for reasons beyond the worker's control, such as inclement weather, non-availability of cargo etc.

(iv) Notwithstanding the provisions of item (ii) a worker or a gang of workers who fails to produce the standard output in more than 50 per cent. of the shifts worked during a month shall be liable to disciplinary action for inefficiency.

(5) Should the Board fail to devise suitable regulations under sub-clause (3) the Central Government may direct the Board that a piece-rate Scheme approved by the Central Government should be adopted and the Board shall be bound to carry out the directions so given.

(6) A worker on the monthly register shall draw wages on a calculated daily time-rate basis for the days for which he is entitled to payment but is not allotted any work.

(7) The Board may, if necessary, enforce the provisions of sub-clauses (1) to (6) of this clause in such stages as may be approved by the Central Government.

(8) The fixation of wage periods, time for payment wages and deductions from wages shall be in accordance with the provisions of the Payment of Wages Act, 1936.

(9) Notwithstanding the provisions contained in sub-clauses (1) to (7) above, the Central Government may, if it so decides, set up such other body as it may deem fit for determining any or all of the matters referred to in the said sub-clauses and the decision of the Central Government on the recommendations of the said body shall be final and binding.

(10) The workers to whom this clause applies shall be governed by the provisions of clause 40 so long as—

(i) regulations have not been framed under sub-clause (3) and enforced, or

(ii) the Central Government has not issued a direction to the Board under sub-clause (5), or

(iii) the Central Government does not give any decision on the recommendations of the body under sub-clause (9).

42. *Pay in respect of unemployment and under-employment.*—(1) Subject to the conditions set out in this and the next following clause, when, in any wage period, a registered dock worker in the reserve pool is available for work but is not given employment or full employment, he shall be entitled to receive from the Board such amounts as may be admissible to him under clauses 30, 31 and 33.

(2) The conditions subject to which a registered dock worker is entitled to the said payment (if any) from the Board are that—

(a) he attended as directed at the call stands or control points, and

(b) his attendance was recorded.

43. *Disentitlement to payment.*—A registered dock worker who while in the reserve pool fails without adequate cause to comply with the provisions of clause

36(4) (a) or (b), or fails to comply with any lawful order given to him by or on behalf of the Board, may be proceeded with in accordance with sub-clause (3).

(2) A registered dock worker in the reserve pool who, while in employment to which he has been allocated by the Administrative Body, fails without any adequate cause to comply with the provisions of clause 36(5) or fails to comply with any lawful orders given to him by his employer, may have his engagement terminated and may be returned to the reserve pool and, whether or not he is so returned, may be reported in writing to the Labour Officer. When a registered dock worker is so returned to the reserve pool, the Administrative Body shall endorse his attendance and Wage cards accordingly.

(3) The Labour Officer shall consider any matter arising under sub-clause (1) or (2) and if, after investigating the matter, he notifies the registered dock worker that he is satisfied that the registered dock worker has failed to comply with a lawful order as aforesaid, the registered dock worker shall not be entitled to any payment, or to such part of any payment under clause 42 as the Labour Officer thinks fit in respect of the wage period in which such failure occurred or continues.

44. *Disciplinary procedure.*—(1) (i) The Executive Officer on receipt of the information whether on a complaint or otherwise, that a registered employer has failed to carry out the provisions of the Scheme may after investigating the matter, give him a warning in writing, or

(ii) take any of the following steps as regards that employer that is to say, he may—

(a) censure him and record the censure in his record sheet; or

(b) subject to the approval of the Board and after one month's notice in writing given to the Board and after one month's notice in writing given to the registered employer, inform the Administrative Body that the name of the employer shall be removed from the employers' register for such period as determined by the Board, or permanently in case of grave offence.

(2) A registered dock worker in the reserve pool, who fails to comply with any of the provisions of the Scheme, or commits any act of indiscipline or misconduct, may be reported in writing to the Labour Officer who may after investigating the matter take any of the following steps as regards that worker, that is to say, he may—

(a) determine that, for such period as he thinks proper, that worker shall not be entitled to any payment or part payment under clause 42;

(b) give him a warning in writing, or

(c) suspend him without pay for a period not exceeding three days.

(3) (a) Where in a case reported to the Labour Officer under sub-clause (2) he is of opinion that the act of indiscipline or misconduct is so serious that the worker should not be allowed to work any longer the Labour Officer may, pending investigation of the matter, suspend the worker and report immediately to the Executive Officer, who after preliminary investigation of the matter shall pass orders thereon whether the worker, pending final orders, should remain suspended or not;

(b) where a worker has been suspended by an order under item (a), he shall be paid for each day of suspension a subsistence allowance equivalent to the attendance allowance provided in clause 31 or one fourth of his daily wage including dearness allowance, whichever is greater; provided that for the period of suspension in excess of a month, the Chairman may, in exceptional cases, grant a higher subsistence allowance not exceeding half the total daily wage including dearness allowance;

(c) the subsistence allowance so paid shall not be recoverable or liable to forfeiture in any case whatsoever;

(d) where a worker is found not guilty, he shall be entitled to such payments as the Administrative Body certifies that the worker would have received on the time rate basis or under clause 31 had he not been suspended provided that the amounts so payable shall be reduced by the amount of subsistence allowance payable or already paid during a particular period.

(4) Where, in the opinion of the Labour Officer, a higher punishment than that provided in sub-clauses (2) and (3) is merited, he shall report the case to the Executive Officer.

(5) On receipt of the written report from the Labour Officer under sub-clause (4) or from the employers or any other person that a registered dock worker in reserve pool has failed to comply with any of the provisions of the Scheme or has committed an act of indiscipline or misconduct, or has consistently failed to produce the standard output or has been inefficient in any other manner, the Executive Officer may make or cause to be made such further investigation as he may deem fit, and thereafter take any of the following steps, as regards the worker concerned, that is to say, he may impose any of the following penalties:

- (a) determine that, for such period as he thinks proper, the worker shall not be entitled to any payment or part payment under clause 42.
- (b) give him a warning in writing;
- (c) suspend him without pay for a period not exceeding three months;
- (d) terminate his services after giving 14 days' notice or 14 days' wages inclusive of dearness allowance in lieu thereof; or
- (e) dismiss him.

(6) Before any action is taken under this clause the persons concerned shall be given an opportunity to show cause why the proposed action should not be taken against him.

(7) The Administrative Body shall be informed simultaneously about the action taken under this clause.

(8) Notwithstanding anything contained in clauses 43 and 44, the powers vested in the authority specified in column (1) of the Table below under the provisions specified in column (2) of the said Table, shall also be exercisable by the authority specified in the corresponding entry in column (3) in such cases as the last named authority may specify in writing in this behalf:

TABLE

Authority empowered to take action (1)	Power given under (2)	Authority empowered to take action in specified cases (3)
(1) Labour Officer	Clauses 43, 44	Administrative Body
(2) Executive Officer	Clause 44	Chairman

45. *Special Disciplinary powers of the Chairman of the Board.*—(1) Notwithstanding anything contained in the Scheme, if the Chairman is satisfied that a 'go-slow' has been resorted to by any gang of registered dock workers or by any such individual worker and is being continued or repeated by the same gang or worker or different gangs or workers on the same or different vessels, he may make a declaration in writing to that effect:

(2) When a declaration under sub-clause (1) has been made, it shall be lawful for the Chairman:—

- (i) in the case of monthly workers, to take without prejudice to the rights of the registered employers, such disciplinary action (including dismissal) against such workers, as he may consider appropriate; and
- (ii) in the case of registered dock workers in the reserve pool, to take such disciplinary action (including dismissal) against such workers as he may consider appropriate and also to order forfeiture of their guaranteed minimum wages and attendance allowance for the wage period or periods in which the 'go-slow' has been resorted to.

(3) The Chairman may take disciplinary action:—

- (i) where the 'go-slow' is resorted to by a gang, against all the members of the gang; and
- (ii) where the 'go-slow' is resorted to by a worker, against the worker concerned.

(4) Before any disciplinary action is taken under this clause against any worker or any gang of workers, such worker or gang shall be given an opportunity to show cause why the proposed action should not be taken against him or it;

Provided that the Chairman may, before giving an opportunity to show cause under this sub-clause, suspend from work any worker or gang of workers immediately after a declaration has been made under sub-clause (1).

(5) A declaration by the Chairman of the Board that a 'go-slow' has been resorted to by a worker or a gang of workers shall be final and shall not be liable to be questioned on any ground or in any manner whatsoever.

46. *Termination of Employment*—(1) The employment of a registered dock worker in the reserve pool shall not be terminated except in accordance with the provisions of the Scheme.

(2) A registered dock worker in the reserve pool shall not leave his employment with the Board except by giving fourteen days' notice in writing to the Board or forfeiting fourteen days' wages inclusive of dearness allowance in lieu thereof.

(3) When the employment of a registered dock worker with the Board, has been terminated under sub-clause (1) or (2) above, his name shall forthwith be removed from the register or record by the Administrative Body.

47. *Appeal by workers*.—(1) Save as otherwise provided in this clause, a worker in the reserve pool who is aggrieved by an order passed by an authority specified in column (1) of the table below, under the provisions specified in column (2) of the said table, may prefer an appeal against such order to the authority specified in the corresponding entry in column (3) of the said table.

TABLE

Authority passing order	Order made under	Appellate Authority
(1)	(2)	(3)
Labour Officer	Clause 43 or 44	Executive Officer
Administrative Body	Clause 43 or 44	Executive Officer
Executive Officer	Clause 44	Chairman
Chairman	Clause 44	Central Government

(2) A worker who is aggrieved by an order:—

(i) placing him in a particular group in the register or record; or

(ii) refusing registration under clause 17; or

(iii) requiring him under clause 36(4)(b) to undertake any work which is not of the same category to which he belongs;

may prefer any appeal to the Chairman.

(3) A dock worker who is aggrieved by an order under clause 18(4) may prefer an appeal to the Chairman.

(4) No appeal shall lie where due notice has been given of the removal of the name of a registered worker from the register or record in accordance with the instructions of the Board, if the ground of removal is that the registered dock worker falls within a class or description of dock workers whose names are to be removed from the register or record in order to reduce the size thereof;

Provided that an appeal shall lie to the Chairman where the registered dock worker alleges that he does not belong to the class or description of dock workers referred to in the instructions of the Board.

(5) Every appeal referred in sub-clause (1), (2), (3) or (4) shall be in writing and preferred within 14 days of the date or receipt of the order appealed against; and the order passed on such appeal shall be final;

Provided that the appellate authority may for reasons to be recorded admit an appeal preferred after the expiry of 14 days.

(6) An appellant shall not be entitled to be represented by a legal practitioner before the appellate authority but he shall be entitled to be represented by a representative of the registered trade union of which he is a member or by a registered dock worker.

48. *Appeals by employers.*—(1) A registered employer who is aggrieved by an order of the Executive Officer under clause 44 may appeal to the Chairman. The order of the Chairman on an appeal against an order under clause 44(1) (i) and 44(1) (ii) (a) shall be final and there shall be no further appeal against it. In the case of an appeal against an order under clause 44(1) (ii) (b), the Chairman shall forthwith refer the matter to the Central Government. The Central Government shall make such order thereon as it thinks fit.

(2) A stevedore who has been refused registration under clause 14(1) (c) may appeal to the Central Government through the Chairman. The order of the Central Government shall be final and there shall be no further appeal against it.

(3) If a registered employer is aggrieved by an original order of the Chairman against him under clause 44, he may prefer an appeal to the Central Government. The Central Government shall make such order on the appeal as it thinks fit.

(4) Every appeal referred to in sub-clauses (1), (2) and (3) shall be in writing and preferred within 14 days of the receipt of the order appealed against;

Provided that the appellate authority may for reasons to be recorded admit an appeal preferred after the expiry of 14 days.

(5) An appellant shall not be entitled to be represented by a legal practitioner before the appellate authority but he shall be entitled to be represented by a representative of the association of registered employers of which he is a member or by a registered employer.

49. *Stay or order in case of certain appeals.*—Where an appeal is lodged by a worker in accordance with the provisions of clause 47 against an order of termination of service on 14 days' notice or where an appeal is lodged by an employer in accordance with the provisions of clause 48 against an order removing his name from the employers' register under clause 44(1) (ii) (b), the appellate authority may suspend the operation of the order appealed from pending the hearing and disposal of the appeal.

50. *Special provisions for action in an emergency.*—(1) If at any time the Chairman is satisfied that an emergency has arisen which will seriously affect the working of the port, he may, by order in writing and for such period as he may from time to time specify therein, make a declaration to that effect:

Provided that no such declaration shall be made except with the previous approval of the Central Government.

(2) So long as an order under sub-clause (1) is in force, the following provisions shall apply, namely:—

(i) If any allegation is made that a registered employer has failed to carry out the provisions of the Scheme, the Chairman may, after holding a summary inquiry into the allegation, take any of the following steps as regards that employer, that is to say, he may—

(a) give the registered employer a warning in writing, or

(b) direct that the name of the registered employer shall be removed forthwith from the employers' register either permanently or for such period as he may determine.

(ii) If any allegation of indiscipline, "go-slow" or misconduct is made against a registered dock worker, the Chairman may suspend him forthwith pending inquiry, hold a summary inquiry into the allegation and take any one or more of the following steps against that worker that is to say, he may—

(a) determine that for such period as he thinks proper, that worker shall not be entitled to any payment under clause 42;

(b) give him a warning in writing,

(c) suspend him without pay for a period not exceeding three months;

(d) terminate his services after giving 14 days' notice or 14 days' wages inclusive of dearness allowance in lieu thereof; or

(e) dismiss him.

(3) The provisions of the Scheme relating to disciplinary action against registered employers and registered dock workers shall not apply to any order passed by the Chairman under sub-clause (2)

(4) No appeal shall lie from any order passed by the Chairman under sub-clause (2).

(5) Notwithstanding anything contained in the Scheme, so long as an order under sub-clause (1) is in force, the Chairman may authorise the employment of unregistered worker directly by registered employers and payment to such unregistered workers directly.

51. *Cost of operating the Scheme.*—(1) The cost of operating the Scheme shall be defrayed by payments made by registered employers to the Board. Every registered employer shall pay to the Board such amount by way of levy in respect of Reserve pool workers together with and at the same time as the payment of gross wages due from him under clause 37 (5) (i) as the Board may from time to time, prescribe by a written notice to registered employers. If considered necessary, the Board may require any registered employer to pay such amount by way of levy in respect of monthly workers at such rate as it may determine.

(2) In determining what payments are to be made by registered employers under sub-clause (1), the Board may fix different rates of levy for different categories of work or workers, provided that the levy shall be so fixed that the same rate of levy will apply to all dock employers who are in like circumstances.

(3) The Board shall not sanction any levy exceeding fifty per cent of the estimated total wage bill calculated on the basis of the daily time rate wage without the prior approval of the Central Government.

(4) A registered employer shall on demand make a payment to the Board by way of deposit, or provide such other security for the due payment of the amount referred to in sub-clause (1), as the Board may consider necessary.

(5) The Administrative Body shall furnish from time to time to the Board such statistics and other information as may reasonably be required in connection with the operation and financing of the Scheme.

(6) If a registered employer fails to make the payment due from him under sub-clause (1) within the time prescribed by the Administrative Body, the Administrative Body shall serve a notice on the employer to the effect that, unless he pays his dues within three days from the date of receipt of the notice, the supply of registered dock workers to him shall be suspended. On the expiry of the notice period, the Administrative Body shall suspend the supply of registered dock workers to a defaulting employer until he pays his dues.

52. *Provident Fund and Gratuity.*—(1) The Board in respect of the workers in the reserve pool and the registered employers, in respect of their monthly workers, shall frame and operate rules providing for contributory provident fund. The rules shall provide for the rate of contribution from the workers and the employers, the manner and method of payment and such other matters as may be considered necessary:

Provided that the rules applicable to monthly workers shall not be less favourable than those relating to workers in the reserve pool.

(2) The Board shall frame rules for payment of gratuity to registered workers.

(3) The rules for provident fund and gratuity shall be subject to the approval of the Central Government.

53. *Dock Workers Welfare Fund.*—Cost of amenities, welfare and health measures and recreation facilities for registered dock workers shall be met from a separate fund called Dock Workers Welfare Fund which shall be maintained by the Board. Contributions to this Fund shall be made by all registered employers at such rate as may be determined by the Board. The Board shall frame rules for contributions to, maintenance and operation of, the Fund.

54. *Penalties.*—A contravention of clause 38 shall be punishable with imprisonment for a period not exceeding three months in respect of a first contravention or six months in respect of any subsequent contravention or with fine not

exceeding five hundred rupees in respect of a first contravention or one thousand rupees in respect of any subsequent contravention, or with both imprisonment and fine as aforesaid.

SCHEDULE I

[See clause 2(2)]

Classes or descriptions of dock work and dock workers to which the Scheme applies.

- (1) Stevedoring work excluding coal work.
- (2) The following categories of stevedore workers:—
 - (a) Deck Foreman.
 - (b) Tindal.
 - (c) Winchman.
 - (d) Tipper.
 - (e) Signal man.
 - (f) Stevedore Mazdoor (including Trimmers)
 - (g) Tally clerk.

SCHEDULE II

(See Note to Clause 30)

The minimum number of days in a month for which wages are guaranteed should be assessed annually on the basis of the average employment during the immediately preceding 12 months according to the following procedure:—

(a) The total number of manshifts worked every month by stevedore workers or mazdoors and leave reserve workers in the reserve pool should be recorded.

(b) The effective strength of stevedore workers or mazdoors and leave reserve workers in the reserve pool on all working days should be recorded.

The effective strength of stevedore workers or mazdoors and leave reserve workers in the Reserve Pool on a particular working day shall be	The number of Stevedore workers or mazdoors and leave reserve workers on the reserve pool register on that day.	Number of Stevedore workers or mazdoors and leave reserve workers in the Reserve pool on authorised or unauthorised leave plus number of workers in these categories who died or whose services were terminated on that day.
--	---	--

(c) The effective strength of stevedore workers or mazdoors on all the working days in a month obtained under (b) above should be added up and divided by the number of working days in the month to yield the effective strength of these workers for the month.

(d) Item (a) should be divided by item (c) to yield the average employment per worker per month in these categories.

(e) The averages obtained under (d) above for 12 consecutive months should be added up and divided by 12. The average so obtained shall be fixed as the minimum guarantee for the next 12 months.

For clarification, an example is given below: Suppose that an assessment is made in June 1956 and suppose the effective strength of stevedore workers or mazdoors and leave reserve workers in the reserve pool and the manshifts

worked by them during the period June 1955 to May 1956 are as shown under columns (2) and (3) of the Table below:

TABLE

Month		Effective strength	Total No. of manshifs worked	Average Employment per worker per month (Shifts)
1		2	3	4
June	1955	2,100	44,100	21
July	"	2,000	40,000	20
August	"	2,100	37,800	18
September	"	1,900	41,800	22
October	"	1,800	41,400	23
November	"	2,100	42,000	20
December	"	2,000	44,000	22
January	1956	1,800	41,400	23
February	"	2,100	44,100	21
March	"	1,700	30,600	18
April	"	2,000	34,000	17
May	"	2,150	36,550	17

Column (3) divided by column (2) will show the average Employment per worker per month and this is shown in column (4) of the Table.

The minimum number of days in a month for which wages should be guaranteed during the period June 1956 to May 1957 will be

$$= \frac{21 + 20 + 18 + 22 + 23 + 20 + 22 + 23 + 21 + 18 + 17 + 17}{12}$$

$$= 20.16$$

After rounding off to the nearest day—20 days.

Although this average has been calculated for the lowest categories of workers only, it will apply to all the categories of stevedore labour, namely, Tindal, Winchman, etc. If a new category is registered, the minimum guarantee of this category to start with will be determined as has been provided in the principles relating to the registration of new categories mentioned in clause 17(3) of the Scheme.

Similar calculation should be made in June 1957 and thereafter every year. If the average number of days in any year works out to be less than the minimum number of days for which wages have already been guaranteed, the latter number will not be reduced. In other words, the minimum number of days in a month for which wages are guaranteed will progressively increase but will never be decreased.

P. D. GAIHA, Under Secy.

New Delhi, the 2nd July 1959

S.O. 1576.—In exercise of the powers conferred by section 6 of the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946) the Central Government hereby makes the following further amendments in the Mica Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1950, namely:—

Amendments

In the said Rules—

1. In rule 2—

(a) in clause (iii)—

(i) in sub-clause (a), after the words "any wages paid", the words "for period of duty or of leave" shall be inserted;

(ii) the following Explanation shall be added at the end, namely:—

“Explanation.—For the purposes of this clause—

(i) ‘emoluments’ do not include any house-rent, overtime or other allowance; and

(ii) the monthly emoluments of a person paid at daily rates shall be deemed to be twenty-five times the rate of wages admissible to him for the first normal working day of the month”;

(b) for clause (iv), the following clause shall be substituted, namely:—

“(iv) “Employee” means any person holding an appointment, the emoluments of which are paid from the Welfare Fund, and includes any temporary workman borne on the work-charged establishment who has had at least one year’s continuous service on any of the establishments under the said Fund: Provided that any such person or temporary workman is likely to be employed for at least three years.

Provided further that any break in service of such temporary workman caused by his discharge due to completion of a particular work against which he was employed or by any temporary physical unfitness which in the opinion of the authorised medical attendants was neither due to his own neglect nor to intemperance or irregular habits shall not be regarded as constituting a break in the continuity of service”.

2. Rule 4 shall be renumbered as sub-rule (1) of that rule, and to the rule as so renumbered, the following shall be added as sub-rule (2), namely:—

“(2) If an employee, admitted to the benefit of the Fund, was previously a subscriber to any Government non-contributory Fund, the amount of his subscriptions in the non-contributory Provident Fund together with interest thereon, may, if he so desires be transferred to his credit in the Fund.”

3. Sub-rule (1) of rule 8:

(a) in clause (b) for the figures and words “12½ per cent (i.e. two annas in the rupee)” and “6½ per cent (i.e. one anna in the rupee)”, the words and figures “monthly emoluments and defined in rule 2(ii)” and “8.1/3 per cent (i.e. 8.1/3 naye paise in the rupee)” shall be substituted respectively;

(b) in the proviso for the figures “6½%” the figures “8.1/3” shall be substituted.

4. In rule 10, for sub-rule (2), the following sub-rule shall be substituted, namely:—

“(2) The rate of contribution made by the Controlling Officer shall be 8.1/3 per cent (1/12th) of the subscriber’s emoluments drawn during the year during which he subscribed to the Provident Fund:

Provided that in the case of employees who are allowed to join the Provident Fund with retrospective effect, such contribution shall not be less than ten per cent of the subscriber’s emoluments and shall not be higher than the rate at which the subscriber himself subscribed to the Fund during the period of recovery of arrears of subscription.

Explanation.—For the purposes of this sub-rule, “emoluments” means—

(a) for the period of leave during which a subscriber elected for subscribe, his leave salary which shall, for the purpose of this rule, be deemed to be emoluments drawn on duty; and

(b) for the period of leave without pay or for the period spent under suspension for which he was permitted to subscribe under sub-rule (6) of rule 7, the emoluments as determined by the Controlling Officer under the said sub-rule”.

5. In rule 12—

- (i) in clause (1) for the words "or his family", the words, "or any person actually dependant on him" shall be substituted;
- (ii) the advance is expressed in whole rupees and shall not, except for special reasons:
 - (a) exceed three months' pay or half the amount at the credit of the subscriber in the Fund, whichever is less, or
 - (b) unless the amount already advanced does not exceed two-thirds of amount admissible under sub-clause (a), be granted until at least 12 months after the final repayment of all previous advances together with interest thereon".

6. After rule 17, the following heading and new rules shall be inserted, namely:—

"18. Payments towards Insurance Policies and Family Pension Funds

Subject to the conditions contained in rules 19 to 26—

- (a) (i) subscriptions to a family pension fund approved in this behalf by the President; or
- (ii) payment towards a policy of life insurance may, at the option of a subscriber, be substituted in whole or part for subscriptions due to the Fund;
- (b) the amount of subscription with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet—
 - (i) a payment towards a policy of life insurance;
 - (ii) the purchase of a single payment insurance policy;
 - (iii) the payment of a single premium or subscriptions to a family pension fund approved in this behalf by the President; Provided that no amount shall be withdrawn—
 - (1) before the details of the proposed policy have been submitted to the Accounts Officer and accepted by him as suitable, or
 - (2) to meet any payment or purchase made or effected more than twelve months before the withdrawal, or
 - (3) in excess of the amount required to meet a premium or subscription actually due for payment within six months of the date of withdrawal:

Provided further that payments towards an educational endowment policy may not be substituted for subscription to the Fund and that no amounts may be withdrawn to meet any payment or purchase in respect of such a policy if that policy is due for payment in whole or part before the subscriber's age of normal superannuation;

Provided also that any amount withdrawn under this clause shall be paid in whole rupees only rounded to the nearest rupee in the manner provided in sub-rule (3) of rule (10).

19. (1) If the total amount of any subscriptions or payments substituted under clause (a) of rule 18 is less than the amount of the minimum subscription payable to the Fund under rule 8, the difference shall be rounded off to the nearest rupee in the manner provided in sub-rule (3) of rule 10 and paid by the subscriber as a subscription to the Fund.

(2) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of rule 18, he shall, subject to his option under clause (a) of that rule continue to pay to the Fund the subscription payable under rule 8.

20. (1) A subscriber who desires to substitute a subscription or payment under clause (a) of rule 18 may reduce his subscription to the Fund accordingly:

Provided that the subscriber shall—

- (a) intimate to the Accounts Officer on his pay bill or by letter the fact of, and reason for, the reduction;
- (b) send to the Accounts Officer, within such period as the Accounts Officer may require, receipts or certified copies of receipts in order to satisfy the Accounts Officer that the amount by which the subscription has been reduced was duly applied for the purposes specified in clause (a) of rule 18.

(2) A subscriber who desires to withdraw any amount under clause (b) or rule 18 shall—

- (a) intimate the reason for the withdrawal to the Accounts Officer by letter;
- (b) make arrangements with the Accounts Officer for withdrawal;
- (c) send to the Accounts Officer, within such period as the Accounts Officer may require, receipts or certified copies of the receipts in order to satisfy the Accounts Officer that the amount withdrawn was duly applied for the purposes specified in clause (b) of rule 18.

(3) The Accounts Officer shall order the recovery of any amount by which subscriptions have been reduced, or of any amount withdrawn, in respect of which he has not been satisfied in the manner required by clause (b) of the proviso to sub-rule (1) and clause (c) of sub-rule (2) with interest thereon at the rate provided in rule 11, from the emoluments of the subscriber and place it to the credit of the subscriber in the Fund.

21. (1) The Controlling Officer shall not make any payments on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

(2) A policy to be accepted under these rules shall be one effected by the subscriber himself on his own life and shall (unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of his wife, or of his wife and children, or any of them) be such as may be legally assigned by the subscriber to the President

Explanation 1.—A policy on the joint lives of the subscriber and subscriber's wife or husband shall be deemed to be a policy on the life of the subscriber for the purpose of this sub-rule

Explanation 2.—A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.

(3) The policy may not be effected for the benefit of any beneficiary other than the wife or husband of the subscriber or the wife or husband and children of the subscriber or any of them.

22. (1) The policy, within six months after the first withholding of a subscription or withdrawal from the Fund in respect of the policy, or in the case of an Insurance company whose headquarters are outside India, within such further period as the Accounts Officer, if he is satisfied by the production of the completion certificate (interim receipt), may fix, shall—

- (a) unless it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber, or of his wife and children, or any of them, be assigned to the President, as security for the payment of any sum which may become payable to the Fund under rule 23 to 26 and delivered to the Accounts Officer, the assignment being made by endorsement on the policy in Form (1) or Form (2) or Form (3) of the Forms in the Fourth Schedule according as the policy is on the life of the subscriber or on the joint lives of the subscriber and the subscriber's wife or husband or the policy has previously been assigned to the subscriber's wife; (b) if it is a policy effected by a male subscriber which is expressed on the face of it to be for the benefit of the wife of the subscriber or of his wife and children, or any of them, be delivered to the Accounts Officer.

(2) The Accounts Officer shall satisfy himself by reference to the Insurance Company, where possible, that no prior assignment of the policy exists.

(3) Once a policy has been accepted by an Accounts Officer for the purpose of being financed from the Fund, the terms of the policy shall not be altered nor shall the policy be exchanged for another policy without the prior consent of the Accounts Officer to whom details of the alteration or of the new policy shall be furnished.

(4) If the policy is not assigned and delivered or delivered within the said period of six months or such further period as the Accounts Officer may, under sub-rule (1), have fixed, any amount withheld or withdrawn from the Fund in respect of the policy shall, with interest thereon at the rate provided in rule 11, forthwith be paid or repaid, as the case may be, by the subscriber, to the Fund, or in default be ordered by the Accounts Officer, to be recovered by deduction from the emoluments of the subscriber, by instalments or otherwise as may be directed by the Controlling Officer.

(5) Notice of assignment of the policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Accounts Officer within three months of the date of assignment.

Note 1.—Subscribers are advised to send notice of the assignment to the Insurance Company in duplicate, accompanied, in cases in which the notice has to be sent to a company in Great Britain or Ireland, by a remittance of five shillings, which is the fee for the acknowledgment authorised by the policies of Assurance Act 1867. The policy itself, bearing the assignment endorsed thereon, need not be sent to the Company, as Insurance Companies do not ordinarily require the production of the original instruments affecting a policy holder's title until the policy becomes a claim.

Note 2.—Subscribers who proceed to Great Britain or Ireland on quitting the service are advised that under the English Stamp Law assignments for re-assignments are required to be stamped within 30 days of their first arrival in those countries. Otherwise penalty will be incurred under the Stamp Act, and difficulties may arise when the policy matures for payment.

23. The subscriber shall not during the currency of the policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Fund by the subscriber or in default recovered by reduction from his emoluments by instalments or otherwise as the Controlling Officer may direct.

24. (1) Save as provided by sub-rule (3) of rule 26, when the subscriber—

- (a) quits the service, or
- (b) has proceeded on leave preparatory to retirement and applies to the Accounts Officer for reassignment or return of the policy, or
- (c) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the Accounts Officer for reassignment or return of the policy, or
- (d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of rule 18 and sub-clause (i) and (ii) of clause (b) of rule 18, with interest thereon at the rate provided in rule 11, the Accounts Officer shall—

(i) if the policy has been assigned to the President under rule 22, reassign the policy in the first Form set forth in the Fifth Schedule, to the subscriber or to the subscriber and the joint assured as the case may be, and make it over to the subscriber, together with a signed notice of the reassignment addressed to the Insurance Company.

(ii) if the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22, make over the policy to the subscriber:

Provided that, if the subscriber, after proceeding on leave preparatory to retirement, or after being while on leave, permitted to retire or declared by competent medical authority to be unfit for further service, returns to duty, any policy so reassigned or made over shall, if it has not matured or been assigned or charged or encumbered in any way, be again assigned to the President and delivered to

the Accounts Officer, or again be delivered to the Accounts Officer, as the case may be, in the manner provided in rule 22, and thereupon the provisions of these rules shall, so far as may be, again apply in respect of the Policy:

Provided further that, if the policy has matured or been assigned or charged or encumbered in any way the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

(2) Save as provided by sub-rule (3) of rule 26, when the subscriber dies before quitting the service, the Accounts Officer shall—

- (i) if the policy has been assigned to the President under rule 22, re-assign the policy in the second Form set forth in the Fifth Schedule, to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the re-assignment addressed to the Insurance Company;
- (ii) If the policy has been delivered to him under clause (b) of sub-rule (1) of rule 22, make over the policy to the beneficiary, if any, or if there is no beneficiary, to such person as may be legally entitled to receive it.

25. (1) If a policy assigned to the President under rule 22 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and the subscriber's wife or husband assigned under the said rule, falls due for payment by reason of the death of the subscriber's wife or husband the Accounts Officer shall, save as provided by sub-rule (3) of rule 26, proceed as follows:—

- (i) if the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount withheld or withdrawn from the Fund in respect of the policy with interest thereon at the rate provided in rule 11, the Accounts Officer shall re-assign the policy in the form set forth in the Sixth Schedule to the subscriber or to the Subscriber and the joint assured as the case may be, and make it over to the subscriber, who shall immediately on receipt of the policy moneys from the Insurance Company pay or repay the Fund the whole of any amount withheld or withdrawn with interest, and in default, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply;
- (ii) if the amount assured together with the amount of any accrued bonuses is less than the whole of the amount withheld or withdrawn with interest, the Accounts Officer shall realise the amount assured together with any accrued bonuses and shall place the amount so realised to the credit of the subscriber in the Fund.

(2) Save as provided by sub-rule (3) of rule 26, if a policy delivered to the Accounts Officer under clause (b) of sub-rule (1) of rule 22 matures before the subscriber quits the service, the Accounts Officer shall make over the policy to the subscriber:

Provided that if the interest in the policy of the wife of the subscriber, or of his wife and children, or any of them as expressed on the face of the policy, expires when the policy matures, the subscriber, if the policy moneys are paid to him by the Insurance Company, shall immediately on receipt thereof pay or repay to the Fund either—

- (i) the whole of any amount withheld or withdrawn from the Fund in respect of the Policy with interest thereon at the rate provided in rule 11

or

- (ii) an amount equal to the amount assured together with any accrued bonuses, whichever is less, and, in default, the provisions of sub-rule (4) of rule 22 applicable to a failure to assign and deliver a policy shall apply.

26. (1) If the interest of the subscriber in the family pension fund ceases in whole or part from any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund secured by the subscriber from the family pension fund which amount shall, in default of reimbursement, be deducted from the subscriber's emoluments by instalments or otherwise, as the Controlling Officer may direct.

(2) If the policy lapses or becomes assigned otherwise than to the President under rule 22, charged or encumbered, the provisions of sub-rule (4) of rule 22 applicable to failure to assign and deliver a policy shall apply.

(3) If the Accounts Officer receives notice of—

- (a) an assignment (other than an assignment to the President under rule 22), or
- (b) a charge or encumbrance on, or
- (c) an order of a Court restraining dealings with—the policy or any amount realised thereon, the Accounts Officer shall not—
 - (i) re-assign or make over the policy as provided in rule 24, or
 - (ii) realise the amount assured by the policy or re-assign, or make over the policy, as provided in rule 25, but shall forthwith refer the matter to the Controlling Officer.

27. Notwithstanding anything contained in these rules, if the sanctioning authority is satisfied that money drawn as advance from the Fund under clause (1) of rule 12 or withheld or withdrawn from the Fund under clause (a) or clause (b) of rule 18 has been utilised for a purpose other than that for which sanction was given to the drawal, withholding or withdrawal of the money, the amount in question shall, with interest at the rate provided in rule 11, forthwith be repaid or paid, as the case may be, by the subscriber to the Fund, or in default be ordered to be recover by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be repaid or paid, as the case may be, be more than half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid or paid, as the case may, by him.

NOTE.—The term 'emoluments' as used in this rule does not include "subsistence grant".

7. After the Third Schedule, the following Schedules shall be added, namely:—

FOURTH SCHEDULE (RULE 22)

Forms of Assignment

(1)

I, A.B., of.....hereby assign unto the President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the Mica Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1950, I may hereafter become liable to pay to the Mica Mines Labour Welfare Office Establishment Contributory Provident Fund.

I hereby certify that no prior assignment of the within policy exists.

Dated this.....day of.....19

Station.....

Signature of subscriber.

One witness to signature.

(2)

We, A.B. (the subscriber) of.....and C.D. (the joint assured) of.....in consideration of the President of India agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said A.B. to the Mica Mines Labour Welfare Office Establishment Contributory Provident Fund, 1950 (or, as the case may be, to accept the withdrawal of the sum of Rs.....from the sum to the credit of the said A.B. in the Mica Mines Labour Welfare Office Establishment Contributory Provident Fund for payment of the premium of the within policy of assurance) hereby jointly and severally assign unto the said President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the rules of the said Fund the said A.B. may hereafter become liable to pay to that Fund.

We, hereby certify that no prior assignment of the within policy exists.

Dated this.....day of.....19

Station.....

Signature of subscriber and the Joint Assured.

One witness to signature.

NOTE.—The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initialled across all four margins.

(3)

I, C.D. wife of A.B., and the assignee of the within policy, having at the request of A.B., the assured agreed to release my interest in the policy in favour of A.B. in order that A.B. may assign the policy to the President of India who has agreed to accept payments towards the within policy of assurance in substitution for the subscriptions payable by A.B. to the Mica Mines Labour Welfare Office Establishment Contributory Provident Fund hereby at the request and by the direction of A.B. assign and I the said A.B. assign and confirm unto the President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the rules of the said Fund the said A.B. may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this.....day of.....19 ..

Station.....

Signature of the assignee and the Subscriber.

One witness to signature.

(4)

Form of assignment to be used in cases where a subscriber to the General Provident Fund who has effected an Insurance Policy under the rules of that Fund is admitted to the Mica Mines Labour Welfare Office Establishment Contributory Provident Fund.

I, A.B. of.....hereby further assign unto the President of India the within policy of assurance as security for payment of all sums which under sub-rule (2) of rule 26 of the Mica Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1950, I may hereafter become liable to pay to the Mica Mines Labour Welfare Office Establishment Contributory Provident Fund.

I hereby certify that except an assignment to the President of India as security for payment of all sums which I have become liable to pay under rule 21 of the General Provident Fund Rules, no prior assignment of the within policy exists.

Dated this.....day of.....19 ..

Signature of subscriber.

One witness to signature.

FIFTH SCHEDULE (RULE 24)

Forms of Reassignment and Assignment by the President of India

(1)

All sums which have become payable by the above-named A.B. under sub-rule (2) of rule 26 of the Mica Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1950 having been paid and all liability for payment by him of any such sums in the future having ceased, the President of India doth hereby reassign the within policy of assurance to the said

A.B.

A.B. and C.D.

Dated this.....day of.....19 ..

Executed by.....Accounts Officer
of the Fund for and on behalf of the President of
India in the presence of }

X. Y.

(Signature of the
Accounts Officer).

Y. Z.

(One witness who should add his designation and address).

(2)

The above-named A.B. having died on the.....day of.....19 ,
the President of India doth hereby assign the within policy of assurance to
C.D.....*

Dated this.....day of.....19
Executed by.....Accounts Officer }
of the Fund for and on behalf of the President of }
India in the presence of }

X. Y.

(Signature of the
Accounts Officer).

Y. Z.

(One witness who should add his designation and
address).

*Fill in particulars of person legally entitled to receive the policy.

SIXTH SCHEDULE (RULE 25)

Form of Reassignment by the President of India

The President of India doth hereby reassign the within policy to the said
A.B.

A.B. and C.D.

Dated this.....day of.....19
Executed by.....Accounts Officer }
of the Fund for and on behalf of the President of }
India in the presence of }

X. Y.

(Signature of the
Accounts Officer).

Y. Z.

(One witness who should add his designation and
address).

[No. M-III 25(6)/58.]

B. K. BHATTACHARYA, Dy. Secy.

New Delhi, the 2nd July 1959

S.O. 1577.—Whereas the Central Government is satisfied that the employees of the Burra Bazar Workshop, Calcutta, belonging to the Posts and Telegraphs Department under the control of the Ministry of Transport and Communications, are otherwise in receipt of benefits substantially similar or superior to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948):

Now, therefore, in exercise of the powers conferred by section 90 of the said Act, and in continuation of the notification of the Government of India in the Ministry of Labour and Employment No S.O. 1431 dated the 15th July, 1958, the Central Government hereby exempts the said factory from all the provisions of the said Act for a further period of one year.

[No. HI-6(137)/59.]

New Delhi, the 4th July 1959

S.O. 1578.—The Government of the State of Madras having nominated, in exercise of the powers conferred by clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), Sri T. N. Lakshminarayanan, I.A.S., Commissioner of Labour, Madras, as a member representing the said State on the Employees' State Insurance Corporation, in place of Sri V. Balasundram, I. A. S., the Central Government, in pursuance of the said section 4, hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. HI-1(196)/57, dated the 15th March, 1958, namely:—

In the said notification, under the heading 'Members', under sub-heading '[Nominated by the State Governments under clause (d) of section 4]', for item 12, the following shall be substituted, namely:—

"12. Sri T. N. Lakshminarayanan, I. A. S., Commissioner of Labour, Madras."

[No. F. No. HJ-1(121)/59.]

S.O. 1579.—In pursuance of section 8 of the Employees' State Insurance Act, 1948 (34 of 1948), and in supersession of the notification of the Government of India in the Ministry of Labour and Employment No. S.R.O. 2360, dated the 5th October, 1958, the Central Government hereby constitutes the Standing Committee of the Employees' State Insurance Corporation consisting of the following members, namely:—

Chairman

(Nominated by the Central Government under clause (a) of section 8).

- (1) Shri P. M. Menon, I. C. S., Secretary to the Government of India, Ministry of Labour and Employment.

Members

(Nominated by the Central Government under clause (b) of section 8).

- (2) Lt. Col. Jaswant Singh, Director General of Health Services.
- (3) Shri M. S. Bhatnagar, Joint Secretary to the Government of India, Ministry of Finance.
- (4) Shri N. S. Mankikar, Chief Adviser, Factories.

[Members of the Corporation representing three State Governments under clause (bb) of section 8]

- (5) The member of the Corporation representing the Government of Bombay.
- (6) The member of the Corporation representing the Government of Uttar Pradesh.
- (7) The member of the Corporation representing the Government of West Bengal.

(Elected by the Corporation under sub-clause (ii) of clause (c) of section 8).

- (8) Shri R. K. Parikh, General Manager, Shri Ram Mills Limited, Ferguson Road, Lower Parel, Bombay—13.
- (9) Shri R. D. Trivedi, Messrs Jiwan Lal (1929) Ltd., 31, Netaji Subhash Road, Calcutta-1.

(Elected by the Corporation under sub-clause (iii) of clause (c) of section 8).

- (10) Shri Nirmal Kumar Sen, Working President, B. P. N. T. U. C., 3, Commercial Building, 23, Netaji Subhash Road, Calcutta.
- (11) Shri V. B. Karnik, Ratilal Mahsion, Parikh Street, Girgaum, Bombay-4.

(Elected by the Corporation under sub-clause (iv) of clause (c) of section 8).

- (12) Dr. C. S. Thakur, Station Road, Santa Cruz, Bombay-23.

(Elected by the Corporation under sub-clause (v) of clause (c) of section 8).

- (13) Shri Ghanshyamlal Oza, M. P.

[No. F. HI-1 (118)/59.]

New Delhi, the 6th July 1959

S.O. 1580.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. HI-13(14)/59, dated the 4th May, 1959, namely:—

In the said notification, for the figures "354" occurring in item 1, the figures "357" shall be substituted and shall be deemed always to have been substituted.

[No. F. HI-13(14)/59.]

BALWANT SINGH, Under Secy.

New Delhi, the 2nd July 1959

S.O. 1581.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, in the industrial dispute between the employers in relation to the Lloyds Bank Limited, New Delhi and their employees.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri E. Krishna Murti, Central Govt. Industrial Tribunal.

17th June, 1959.

I. D. No. 408 of 1958

BETWEEN

The employers in relation to the Lloyds Bank Limited, New Delhi.

AND

Their employees.

Major Brar—for the management.

Shri J. B. Kashyap—for the workmen.

AWARD

By G. O. No. LR-II-10(37)/39 dated the 27th April, 1959, the industrial dispute, between the employers in relation to the Lloyds Bank Limited, New Delhi, and their employees, has been referred to this Tribunal for adjudication under Section 10 of the Industrial Disputes Act, 1947.

2. The term of reference is as follows:—

Whether Shri Kanwar Singh employed in the Lloyds Bank Limited, Chandni Chowk, Delhi, is entitled to the allowance for 'Naiks' as provided in paragraph 169 of the Sastry Award.

3. It is alleged in the statement of claim filed by the Lloyds Bank Employees' Union, that Shri Kanwar Singh joined the service of the Lloyds Bank at Simla in the year 1944, that he was subsequently reappointed at the Delhi Branch, that the Bank gave him the benefit of his past service at Simla, that at the Delhi Office of the Bank Shri Kanwar Singh has been working as Assistant Jamadar since the year 1948, that by reason of the Sastry Award Shri Kanwar Singh is entitled to recover special allowance of Rs. 15/- per month as provide in paragraphs 164 and 169 of the Award, that this direction was confirmed by the Labour Appellate Tribunal, that, in spite of the said Award, the Bank did not pay the special allowance of Rs. 15/- per month with effect from 1st April 1954, the date when the Award came into operation, that the Bank however paid to one Shri Basant Lal, who was performing similar duties, the special allowance of Rs. 15/- per month, that the duties performed by Shri Kanwar Singh entitle him to the special allowance of Rs. 15/- per month, and that the Bank should therefore, be directed to pay Shri Kanwar Singh special allowance of Rs. 15/- per month from 1st April 1954 when the Sastry Award came into force.

4. On behalf of the Bank no written statement was filed, but Major Brar, who undertook to appear for the management on 4th June 1959, requested time for filing written statement till 17th June, and time was so granted. On 17th June 1959 Major Brar filed the document, Ext. M/1, which is a copy of the letter of the management, and stated, that there was no other written statement to be filed.

5. Ext. M/1, dated 23rd May 1959, which is a letter sent by the Manager of the Bank to the Under Secretary, Government of India, Ministry of Labour & Employment, New Delhi, is as follows:—

"Dear Sir,

Order dated 27th April 1959

Shri Kanwar Singh

Your reference LR-II-10(37)/59

After further consideration we have decided that to pursue this petty matter will be a waste of the Government's, the Industrial Tribunal's and our own time. The Naik's allowance of Rs. 15/- p.m. will therefore be paid to Shri Kanwar Singh.

This is without prejudice to our opinion that Shri Kanwar Singh is not entitled to the allowance and since the internal organisation of a banking office is a function of the Management the case should never have been permitted to go before a Tribunal.

JAD

Sub-Manager.

Copy to: Shri E. Krishnamurti,
Industrial Tribunal, Delhi."

The above-mentioned letter speaks for itself, and it shows, that the Bank have admitted the claim of Shri Kanwar Singh for payment of Naik's allowance of Rs. 15/- per month, though, of course, it is mentioned in the second paragraph of the letter, that it is without prejudice to their opinion, that Shri Kanwar Singh is not entitled to any allowance. There is no contest on behalf of the Bank in this proceeding. In view of Ext. M/1, I find, that the claim of the workman to receive special allowance of Rs. 15/- per month in accordance with paragraphs 164 and 169 of the Bank Award cannot be resisted, and that he is entitled to recover the same.

6. In the statement of claim it is alleged, that the workman is entitled to recover the special allowance in question from 1st April 1954, the date when the Bank Award came into force. This also must be conceded. The Bank were under an obligation to implement the Award, and they cannot take advantage of their failure to implement the Award by denying the claim of Shri Kanwar Singh to receive the amount of Rs. 15/- per month from 1st April, 1954. I find, that Shri Kanwar Singh is entitled to recover the special allowance of Rs. 15/- per month, as claimed, from 1st April 1954. He is also not only be entitled to be paid arrears accrued due from 1st April 1954 upto date, but will also continue to be paid the said special allowance at the rate of Rs. 15/- per month hereafter also.

7. In the result, an award is passed as follows:—

(i) The management of Lloyds Bank Limited shall pay Shri Kanwar Singh special allowance of Rs. 15/- per month from 1st April 1954 to date, and also hereafter at the same rate.

(ii) No order as to costs.

17th June, 1959.

E. KRISHNA MURTHI,

Central Govt. Industrial Tribunal Delhi.

[No. LR11/10(37)/59]

New Delhi, the 6th July 1959

S.O. 1582.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Amlabad Colliery of Messrs. Bhowra Kankanee Collieries Limited and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 3 of 1959

Employers in relation to the Amlabad Colliery of Messrs. Bhowrah Kankanee Collieries Ltd.,

AND

Their workmen.

PRESENT:

Shri Salim M. Merchant, B.A., LL.B., Presiding Officer.

Dated. the 27th June, 1959

APPEARANCES:

Shri D. Narsingh, Advocate, with Shri S. S. Kapur, Welfare Officer—for the Employer Company.

Shri B. N. Sharma, Member Executive Committee, Shri B. P. Sinha, President, and Shri R. K. Jha, Branch Secretary, of the Colliery Mazdoor Sangh—for the workmen.

State: Bihar

Industry: Coal.

AWARD

The Central Government by its Ministry of Labour and Employment Order No. LR11-2(162)/58, dated 3rd January, 1959 made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer to me for adjudication the industrial dispute between the parties above-named in respect of the matters specified in the following schedule to the said Order:

SCHEDULE

Whether the demand of the Colliery Mazdoor Sangh Amlabad Branch, Amlabad, for the payment of higher rates and scales of wages for Shri P. K. Palit, Sand Stowing Incharge, Amlabad Colliery, than the rates of and scale of wages payable to an Overman under the Award of the All India Industrial Tribunal (Colliery Dispute) as modified by the Decision of the Labour Appellate Tribunal, is justified. If so, what should be the rate and scale of his wages and from what date?

2. After the usual notices were issued on the parties, the Amlabad Branch Secretary of the Colliery Mazdoor Sangh (hereinafter referred to as the Union) filed the written statement of claim on behalf of the workmen on 24th January 1959, to which the Group Agent of the Amlabad Colliery filed its written statement in reply on 13th February 1959, after which the dispute was taken up for hearing, which concluded on 13th April, 1959.

3. The facts of this case are that the workman, Shri P. K. Palit, in respect of whose rates and scales of wages, this dispute has been raised, first joined service on 7th April 1943 in the Pootkee Colliery as under ground sirdar (Ex. W/1) and in April 1945 he was transferred to the Amlabad Colliery (hereinafter referred to as the colliery), in which he is at present employeed (Ex. W/2), where in 1947 he became an Overman. According to the Union in November 1949, Palit was deputed to supervise the sand stowing operation, which is spread over all the three shifts and since then he has been continuously working as Sand Stowing in-charge and that he was so working when the present owners took over the colliery in 1955. The hours of the three shifts in the colliery are:

1st shift—8 a.m. to 4 p.m.

2nd shift—4 p.m. to 12 mid-night.

3rd shift—12 mid-night to 8 a.m.

There is also a general shift, the hours of which are 7 a.m. to 12 noon and 2 p.m. to 5 p.m. and it is admitted that Palit used to work in this shift. According to the Union, besides working underground in the general shift, Palit in discharge of his duties of supervising the stowing work in all the three shifts had, whenever required, also to go underground during the other two shifts, i.e. the 2nd and 3rd shifts as his duties were to arrange men and materials, look after the operations and attend to all break downs. For doing this extra work beyond his normal duty in the general shift, the management used to pay him regularly extra wages amounting to about Rs. 75 to Rs. 90 per month by vouchers. He was also required to work on Sundays for which he was paid wages as paid to the other overmen.

4. It is admitted, as stated by the Union, that besides Shri Palit there are seven Overmen in this colliery, who work in one shift by rotation and their duties and responsibilities are limited to the particular shift in which they are on duty, but Palit as Stowing-in-charge is responsible for the stowing work in all the three shifts of each working day.

5. I may pause here and state that under the Award, dated 26th May 1956 of the All India Industrial Tribunal (Colliery Disputes) (popularly known and hereafter referred to as the Majumdar Award), the scale of pay prescribed for Overmen was Rs. 50—3—71—4—95—100, which on appeal, the Labour Appellate Tribunal by its decision dated 29th January 1957, raised to Rs. 75—5—105—8—111, and it is admitted that Palit is being paid wages in that scale. The present dispute is over the demand of the Union that Palit being the Stowing-in-charge, is entitled to higher rates and scales of pay than prescribed for Overmen under the Majumdar Award as modified by the decision of the Labour Appellate Tribunal. I may as well at this stage state that Appendix XVII to the Majumdar Award, contains an agreed and approved list of designations and classification relating to Overmen, Mining Sirdars and Shot Firers, which the representatives of the colliery

owners and workmen had filed before it and which the Tribunal had accepted. Under Appendix XVII, "Senior Overmen" and "Overmen" are described as follows:

"Senior Overmen are Overmen in charge of a section or sections of the mine for all 3 relays. They may also be known as "Head Overmen", "Overmen-in-charge" or "In Charge"."

"Overmen are persons in charge of a section or sections of a mine on one relay. They should hold a Mining Sirdars certificate and in the case of gassy mines, the certificate must be endorsed for gas testing. They should preferably hold an ambulance certificate."

It will thus be seen that under this agreed classification, the responsibilities and duties of an "Overman-in-charge" or an "In-charge" are greater than the Overman's and he is for that reason placed in the higher category.

6. It is admitted that Palit is a Mining Certificate holder, with valid gas testing and ambulance certificate. The Union's case is that Palit falls under the category of Senior Overman under Appendix XVII of the Award and is entitled to a higher scale of pay than fixed for Overmen. It may here be stated that the Majumdar Award has not fixed any scale of pay for "Senior Overmen" as it held that they were mainly performing supervisory duties and were therefore not "workmen" as then defined by section 2(s) of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) and it had consequently no jurisdiction to fix any scales of pay for them. Section 2(s) of the Act has since been amended by the Industrial Disputes (Amendment and Miscellaneous Provisions) Act, 1956 and includes employees doing supervisory duties and it is conceded by the Company that under this wider definition Palit is a "workman" as defined by the Industrial Disputes Act, 1947.

7. But to return to the narration of events, when the Majumdar Award was implemented the management paid Palit the overman's scale of pay prescribed by that Award and according to the Union stopped paying him the extra wages which he was being paid under vouchers. Palit protested against this action of the management and stopped lifting his salary from August 1956. He appears to have claimed the higher scale of pay of Rs. 110 to Rs. 200 which is paid to the in-charge of the adjoining Bhowra colliery. Thereafter, Palit once again stopped lifting his salary from August 1957 as a protest against his incorrect categorisation as overman and he has continued not to draw his salary, at least till the hearing of the dispute.

8. It appears that on 16th January 1958 Shri R. K. Jha, the Branch Secretary of the Union addressed a letter to the Chief Inspector of Mines complaining that the management had refused to put Palit either in the Overman-in-charge's scale or to pay him proper over-time wages for the hours beyond his normal 8 hours duty which he was performing. Shri Jha stated that Palit was looking after all the three shifts. He prayed that the management be directed to place Palit in a proper scale of pay as overman-in-charge or stop illegal overtime work being taken from him.

9. On the same day Shri Jha also wrote a letter to the Conciliation Officer, Circle II, Dhanbad, referring to certain matters of dispute between the management of the Amlabad colliery and the Union, and item 3 in that dispute was as follows:

"Shri P. K. Palit incharge for sand stowing who looks after all 3 shifts of the sand is not properly categorised, he should be given the overman-in-charge salary".

To Shri Jha's letter to the Chief Inspector of Mines, the latter replied by his letter dated 31st January 1958 that his department could not do anything in the matter of the payment of overtime to in-charge of the Amlabad colliery (Ex. W/3). On 28th January 1958, Shri Jha addressed another letter to the Chief Inspector of Mines, in which he complained that the recurring and regular employment underground of Palit for more than 48 hours in the week was in violation of section 31 of the Mines Act, 1952 (Act No. 35 of 1952) and that Rule 46 of the Mines Rules 1955 did not put a check on the operation of section 31 of the Mines Act [Exhibit E(2) series]. Upon receipt of this letter Shri B. M. Bhatt, the Regional Inspector of Mines, addressed a letter dated 7th February 1958 to the Agent of the colliery forwarding to him copies of Shri Jha's letters dated 16th January 1958 and 28th January 1958 and invited his comments on the same. To this letter, Shri J. R. Sharma, the Agent of the colliery, replied by his letter dated 3rd March 1958, in which he argued that under section 37 of the Mines Act

read with Rule 46 of the Mines Rules the limits of working hours imposed by section 31 of the Act did not apply to Palit.

10. I may pause here and notice some of the relevant provisions of the Mines Act and its Rules. Section 30 of the Mines Act deals with hours of work above ground and section 30(1) provides that no adult employed above ground in a mine shall be required to work for more than 48 hours in any week or for more than nine hours in any day. Sub-sections (2) and (3) provide certain exceptions but we are not concerned with them for the purposes of this case. Section 31 of the Mines Act deals with hours of work below ground. Section 31(1) provides that no adult employed below ground in a mine except a pump winder, an on-setter or attendant of continuously operated machinery shall be allowed to work for more than forty-eight hours a week or more than eight hours in a day. Sub-section (2) of section 31 provides that no adult excepted under sub-section (1) shall be allowed to work for more than 54 hours in any week or for more than nine hours in a day and sub-section (3) provides that the spread over period shall not exceed 8 hours in the case of adults referred to in sub-section (1) and nine hours in case of adults referred to in sub-section (2) in any day, except by a system of relays so arranged that the periods of work for each relay are not spread over more than the hours stipulated in sub-section (1) of sub-section (2) as the case may be. Sub-section (4) of section 31 provides that no adult employed in a mine shall be allowed to be in any part of a mine below ground, except during the period of work shown in respect of hours in the register kept under sub-section (1) of section 48. Section 33 of the Mines Act deals with the subject of extra wages for overtime and provides that when a person employed in a mine works therein for more than 48 hours in any week whether above or below ground, he shall in respect of such overtime work be entitled to wages at the rate of twice his ordinary rate of wage if he worked below ground and at one and a half times that rate if he works above ground. Section 35 of the Mines Act deals with limitation on the periods of overtime work and provides that no person employed in a mine shall be allowed to work for more than 10 hours in any day, inclusive of overtime, nor shall the total number of hours of his overtime exceed fifty for any quarter. There is an exception provided to this rule in cases falling under section 39(1) which deals with cases of urgency involving serious risk to the safety of the mine or of the persons employed therein. But in this case we are not concerned with this exception to section 35 nor with the cases covered by the proviso to that section. Section 37 of the Mines Act provides that nothing in sections 28, 30, 31, section 34 or sub-section (5) of section 36 shall apply to persons who may by rules be defined as persons holding position of supervision or management employed in a confidential capacity and Rule 46 of the Mines Rules 1955 defines such persons. For the purposes of this case the relevant rule is Rule 46(c) which is as follows:

Rule 46(c) "Overman, foreman, assistant foreman, sirdar head-mistry or any person holding an equivalent position."

11. But to revert to the Agent's letter of 3rd March 1958, after contending that the limits of hours of underground work fixed by section 31 of the Mines Act when read with section 37 and Rule 46(c) of the Act did not apply in the case of Palit, the Agent in paras 3, 4 and 5 of his letter stated as follows:

Para 3.—"In the present case, the employee concerned is an overman and looks after stowing. He is actually not required to attend physically all the 3 shifts but only to see that all arrangements for the days stowing are made. He holds a supervisory position and his case, if, for arguments sake, it be conceded that he works for more than 8 hours, in a day, even then, does not attract the provisions of section 31 of the Mines Act. The arguments of the Union on this score, it is submitted, have no force."

Para 4.—"The other point which the Union has stressed is that Shri P. K. Palit be paid overman-in-charge's scale of pay as per Appellate Tribunal's decision. In that decision, I could not find any reference to in-charge's scale of pay any where which the Union demands. Shri Palit is overman-in-charge of stowing."

Para 5.—"Shri P. K. Palit has been given an overman's scale and grade. As stated above he is not actually required to attend 3 shifts physically, but to see that the arrangement for the day's stowing are made."

Para 6.—"This being the nature of his duties the question for working overtime does not arise."

Para 7.—"That from the above it will be seen that the Union has no case and there is no violation of any provisions of the Mines Act, involved."

12. To this letter, Shri B. M. Bhatt, the Regional Inspector of Mines replied by his letter No. R/2/3205, dated 19th May 1958 refuting the management's contention that overtime wages were not payable to persons employed in supervisory capacity. He pointed out that payment for overtime was governed by section 33 of the Mines Act and that the exemption granted by section 37 did not exempt payment of overtime dues to overman or other supervisory workmen. He concluded by asking the management to make the necessary payment due to Palit and inform his office accordingly at an early date. To this letter the Agent of the colliery replied by his letter, dated 10th June 1958, stating that Shri Palit was never asked to do any overtime work and therefore the question of payment of overtime to him did not arise at all. Thereupon, Shri Bhatt wrote to Shri Palit on 3rd July 1958 enclosing the Agent's letter dated 10th June 1958 and informing him that no action could be taken by his department and advising him that he was at liberty to take such action which he thought fit against the management. To this letter Shri R. K. Jha, the Branch Secretary of the Union, replied by his letter, dated 12th July 1958 pointing out that the management was adopting an inconsistent attitude inasmuch as it at first argued that no overtime wages were payable under section 33 because of the exemption granted by section 37 of the Act, read with Rule 46(c) and when this contention was held to be incorrect the management had wrongly alleged that Palit did not work overtime. He further pointed out that the hours of overtime work done by Palit could easily be ascertained by inspection of the various records kept in the mines for the purpose and that overtime can only be worked by the express permission of the Manager. He concluded by appealing to Mr. Bhatt to take up the matter seriously. It appears that thereafter Mr. Bhatt held discussions with the Manager of the colliery and Shri R. K. Jha on 19th December 1958, when it was agreed (1) that in future the duties of Palit would be confined to one shift only, (2) that for the years 1957 and 1958 on the days Palit had worked in second and third shift (to be verified from the registers), the management will pay him 1½ hours overtime per shift, (3) "on Sundays that Palit worked overtime has already been billed to his account". (See Exhibit E/3). Thereafter, on 23rd December 1958 Mr. Bhatt addressed a letter to the Agent, Bhowrah Kankanee colliery Ltd. in which he stated that he had discussed the question of payment of overtime to Shri P. K. Palit, stowing-in-charge, with the Manager, and Shri Jha, Secretary of the Union, on 19th December 1958, and that subsequently he had spoken to the Agent, over the telephone and it was agreed as stated in clauses (1) and (2) of Exhibit E/3. He concluded his letter by asking the Manager, "to please confirm in writing that the above suggestions have been given effect to".

13. At this stage, I may revert to the letter dated 16th January 1958 which the Union had addressed to the Conciliation Officer, Circle II, Dhanbad, regarding his fixing the salary of Palit as overman in-charge. It appears that conciliation proceedings were held by the said Conciliation Officer but no settlement could be reached and on 6th November 1958 he submitted his failure report to the Chief Labour Commissioner (Central), New Delhi. It is on record that the said letter was received in the Ministry on 8th November 1958 (Ex. E/5) and under the provisions of section 22(b) of the Industrial Disputes Act, the conciliation proceedings concluded on that date. Thereafter, the Central Government was pleased to refer this dispute for adjudication under section 10(1)(d) on 3rd January 1959.

14. Now, it appears that on 22nd January 1959, the Manager of the Colliery served a notice on Palit transferring him from sand stowing to coal with effect from 5th January 1959 (Ex. W/4). To this the Union protested by its letter dated 14th January 1959 stating that since the case of Palit was pending before this Tribunal his transfer was in violation of section 33 of the Industrial Disputes Act, 1947, as by transferring him to the coal section the management had demoted him in his grade and scale. The Union, therefore, submitted that his transfer was unjustified and illegal and called upon the management to cancel his letter of transfer and to put him back again on his former job of in-charge stowing, which he had been holding for 12 years. Shri Palit also wrote a letter to the management on 16th January 1959 protesting against his transfer which he described as illegal and unjustified. He, however, stated that he was obeying the order of transfer under protest and without prejudice to his claims. Thereafter the Manager of the colliery addressed a letter to Palit on 21st January 1959 cancelling his order of transfer dated 5th January 1959. In that letter, he stated as follows:

"You are hereby notified that you will work as Sand Stowing Overman as before till further notice. Please note that you shall work in the general shift only and without any overtime without my written permission. No overtime would be recorded unless the same has my approval in writing."

The management also appears to have served a charge sheet on Palit dated 23rd December 1958 and had proposed to hold an enquiry on 8th January 1959, but nothing seems to have come of that charge sheet. This latter correspondence is on record as Exhibit W/4 (series).

15. On these facts the Union in its statement of claim has stated that by not placing Palit in a higher grade of pay than fixed for overmen by the Majumdar Award, the management was ignoring the nature of the duties performed by Shri Palit and has acted unreasonably and contrary to the spirit of the Majumdar Award and the decision of the Labour Appellate Tribunal. It is urged that the demand for fixation of higher grade for Shri Palit is genuine and justified and in accordance with the suggestions as envisaged in the Award. The Union has prayed that the scale of pay of Rs. 110—10—250 basic should be fixed for Shri Palit with retrospective effect from 26th May 1956, the date on which the Majumdar Award came into force.

16. The management in its written statement has pointed out that Palit was first appointed on 4th April 1945 and not in 1943 as claimed by the Union; that when the present management took over this colliery in January 1955 Palit had been looking after the sand stowing work of the colliery and therefore had not been doing normal duties of overman as laid down in the Regulation. The company admits that he had been looking after the sand stowing work done by the workmen concerned in all three shifts and it submits that he had never been present in the colliery throughout the three shifts apart from its physical impossibility or for the whole period for any one shift. It has denied that Palit invariably remained in the colliery for 8 hours from 7 A.M. to 4 P.M. and also attended the work in the other two shifts; that for the discharge of his duties relating to sand stowing Palit used to go to the colliery as and when required during the three shifts, the total number of hours of work put by him hardly exceeded 8 hours in a day. The company has denied that Palit was paid any extra amount to the tune of Rs. 75 to Rs. 90 p.m. by vouchers or otherwise and that he has not been paid anything beyond his wages as an overman. The Company has stated that Palit had worked overtime on Sundays just as any other workman and that a bill for Rs. 400 for work done by him on certain Sundays upto December 1958 was still lying unclaimed by him in the colliery. The management stated that of the 7 other overmen Palit was junior in service to the rest of them except one and that two of the overmen possessed certificates of training in rescue operation while Palit does not possess that qualification. The management has submitted that Palit was unreasonable in refusing to draw the amount due to him and that it was not the management which had stopped any payment; that the management had rightly placed Palit in the scale of pay prescribed for overman and that he has no right to claim higher scale of wages than the other 6 overmen; that Palit had not made any claim for higher wages till 16th January 1958 and that he had been looking after the sand stowing work and had been paid overman's wages for 8 years without any protest showing that he had no just claim for any higher wages. The company has argued that the payment of higher scales of pay to Palit than what is being paid to the other overman would amount to a promotion which would create further disputes as the management cannot refuse to consider a similar claim by the other six overmen, particularly those who are senior to Palit. With regard to the agreement reached before Shri B. M. Bhatt, Regional Inspector of Mines on 19th December 1958 the management contends that under the terms of the said agreement it had confined Palit's duties to one shift only and thus there can be no reasonable claim for any overtime payment or higher scales of pay for Palit beyond what he had been drawing as an overman; that the company had prepared the bills of P. K. Palit for the overtime work done by him amounting to Rs. 700 which he had not drawn in spite of the aforesaid agreement of 19th December 1958. The management has urged that the Union is estopped from further espousing and prosecuting the claim of Shri Palit as referred to the Tribunal in the present order of reference as according to it the outstanding dispute between the parties had been finally settled before Shri B. M. Bhatt after the Conciliation Officer had submitted his failure report of 8th November 1958 particularly when the management had already implemented the said agreement solemnly entered into by the parties before the Regional Inspector of Mines. The management has further urged that the prior claim of the scale of pay of Rs. 110—10—250 is unreasonable and unwarranted and should be rejected. The management has further contended that the opinion of the Government that an industrial dispute referred to Tribunal had existed was based on circumstances prior to the settlement of the same before the Regional Inspector of Mines as aforesaid on 19th December 1958 and since the dispute had already been settled as submitted above and the settlement had been implemented as far as the

management's part therein was concerned, this Tribunal should hold that the dispute referred to it had ceased to exist on and from 23rd December 1958 and should further give its award in terms of the said agreement before Shri Bhatt.

17. Before dealing with the legal contention raised by the management in its written statement and the dispute on its merits, I may state that at the hearing before me the management led the evidence of two witnesses viz. Shri B. M. Bhatt, Regional Inspector of Mines (EW-1) and Shri K. R. Dutt, Manager of Amlabad colliery (EW-2) and the Union led the evidence of Shri Palit (WW-1). Both parties filed a number of documents to some of which I have already referred.

18. I shall first deal with the contention raised by the management that the dispute under reference was settled when the agreement dated 19th December 1958 was entered into before Shri Bhatt, and that on the date of the reference this dispute had ceased to exist. This contention of the management is based on the plea that what was referred to the Chief Inspector of Mines was the same dispute as was referred to the Regional Labour Commissioner. In my opinion there is no substance in this contention. The question that was referred by the Union to the Chief Inspector of Mines related to the violation of the provisions of the Mines Act inasmuch as the Union was alleging that Palit was being made to work for longer hours than permitted by the Mines Act and that too without payment of overtime dues to him. That this was so is clear from the contentions which the management itself had urged in its correspondence with the Chief Inspector of Mines, particularly in its letter dated 3rd March 1958 (Ex. E/2) to which I have already referred. The Management's contention then was that being a workman of the supervisory grade Palit, with regard to his hours of work fell under the exception provided by section 37 of the Mines Act. Its further contention was that Palit was not entitled to extra wages for overtime work as provided by section 33 of the Mines Act because he was exempted under section 37 read with Rule 46(c) by the limitation prescribed for hours of work by section 31 of the Mines Act. It was when the Regional Labour Inspector of Mines pointed out, and in my opinion quite correctly, that the exception provided by section 37 and Rule 46(c) did not mean an exemption also from payment of overtime (see Regional Inspector of Mines letter dated 19th May 1958—part of Ex. E/2) that the management turned round and stated by the Agent's letter of 10th October 1958, that Palit did not work overtime at all. The nature of the dispute that was referred to the Chief Mining Inspector was unquestionably one relating to the question of his being made to work overtime without payment of overtime wages and not the dispute under reference which is regarding the proper scales of pay to be paid to Palit as incharge stowing. This is made quite clear by the evidence of Shri Bhatt, who admitted in cross examination that he had exercised his jurisdiction in this matter only under the Mines Act. Shri Bhatt stated in his cross examination:

"It is true that when I was dealing with this matter both parties had told me that a dispute with regard to grade of pay of Palit was pending either with the Regional Labour Commissioner or the Tribunal. I exercised my jurisdiction in this matter only under the Mines Act. It is true that the dispute which I had taken up was only with regard to the payment of overtime work."

Whilst the Company is now arguing that the two disputes before the Regional Inspector of Mines and the Conciliation Officer were the same, before the Conciliation Officer the company's case was that the demand before the Conciliation Officer was not for overtime payment but for categorisation. (See Conciliation Officer's failure report). Under the Mines Act the Chief Inspector of Mines has no jurisdiction to direct the payment of proper wages to any workman working in a mine and that seems to be the reason why in the first instance the Chief Inspector of Mines had by his letter dated 31st January 1958 (Ex. W/3) clearly stated that his department could not do anything in the matter. It must also be remembered that on the date i.e. 16th January 1958 on which the Union had addressed its letter to the Chief Inspector of Mines, it had also addressed a letter to the Conciliation Officer, Circle II, Dhanbad (see Annexure I to the company's written statement). In the letter to the Chief Inspector of Mines the subject referred to him was stated as "Re: O/T to incharge at Amlabad Colliery" which means that the question referred to him was with regard to overtime work and the payment for it to Palit as incharge of Amlabad colliery. The dispute referred to the Conciliation Officer was, "Palit, as incharge for sand stowing, who looks after all three shifts of sand is not properly categorised and he should be given the overman incharge's salary." It is clear from this that the question which was referred to the Chief Inspector of Mines was with regard

to the payment of overtime to Palit and not with regard to the proper scales of wages to him as incharge stowing which latter dispute was referred to the Conciliation Officer and which being a distinct dispute forms the subject matter of this reference. In my opinion, the agreement reached before the Regional Inspector of Mines on 19th December 1958 did not settle or cover the industrial dispute with regard to the proper scales of pay to be paid to Palit which had been referred to the Conciliation Officer. Shri Bhatt had admitted that before reaching that agreement he was aware that that dispute was pending and he clearly stated that the dispute he settled was with regard to the overtime work and the wages for overtime work payable to Shri Palit and not with regard to what should be his proper scale of pay. I, therefore, reject the contention of the management.

19. The Union has argued that there was no concluded agreement reached before Shri Bhatt, the Regional Inspector of Mines, on 19th December 1958 as the writing signed by Shri Jha only contained the suggestions of Shri Bhatt and the Agent had not confirmed those suggestions till 16th January 1959, when he wrote his letter of that date to Shri Bhatt (Ex. 4). Shri Narsingh has argued that the writing signed by Shri Jha before Shri Bhatt on 19th December 1958 even though it might be a unilateral agreement was binding on Shri Palit and he has for that proposition relied upon the decision of the Labour Appellate Tribunal in the case of the Bidi Manufacturing concerns Jhansi and their workmen (1953 I LLJ p. 256) where it was held that it is not necessary that the agreement should be bilateral and should be signed by the party in whose favour it is made. In that case a written agreement was signed by the employers only and it was held to be binding on them. But as I have stated earlier the point here is that what was settled by that agreement was not the pending dispute about the proper wages to be paid to Shri Palit but his complaint about his overtime work and the payment of extra wages for the same due to him and Shri Bhatt in his evidence has admitted that it was the latter dispute only that was settled by the writing of 19th December 1958.

20. It was next sought to be argued by Shri Narsingh, the learned Advocate for the company, that as under the agreement before Shri Bhatt of 19th December 1958 Palit's duties had been limited to one shift, he is in the position of an overman incharge of one shift and cannot claim any higher wages than the wages for an overman. But as I have already stated higher wages for Palit are claimed because of his responsible nature of his duties. Even if his duties are confined to one shift he would in that shift be doing more responsible duties of "an incharge" than the other overman inasmuch as even when working in one shift he would be making arrangements and be responsible for the stowing work in all the three shifts. His duties as stowing incharge were clearly to supply men and material and to make arrangements for the proper conduct of the stowing work in all the 3 shifts. This is clearly admitted in the Agent's letter dated 3rd March 1958 addressed to the Regional Inspector of Mines in which he stated "he (Palit) is actually not required to attend physically all the 3 shifts but only to see that all arrangements for the day's stowing are made." The agreement of 19th December 1958 when it provided that in future Palit's duties would be confined to one shift only, did not mean that Palit had been reduced in status to that of an overman. It is significant to note that in both the letters of Shri B. M. Bhatt, Regional Inspector of Mines, dated 23rd December 1958 and in the Agent's reply to the same dated 16th January 1959 Palit has been referred to as "stowing incharge" Amlabad colliery, which clearly shows that even though his attendance was limited to one shift he was to work in that shift as stowing incharge i.e. that he was to be responsible for the stowing work in all the 3 shifts. Though working in one shift he was to be responsible for the proper stowing work in all the 3 shifts. The agreement did not state that his responsibilities would be limited for the stowing work in one shift only. If that would have been so, the company would have had to appoint stowing incharge for the other 2 shifts, which has admittedly not been done.

21. No doubt an attempt was made by the management immediately after the agreement of 19th December 1958 to demote Shri Palit as by the Manager's letter of 2nd January 1959 he was informed that he had been transferred from sand stowing to coal with effect from the 5th of January 1959. The Union immediately took up the matter and by its letter dated 14th January 1959 rightly pointed out that by transferring him to the coal section the management was attempting to demote him in his grade and scale and that as by that date this dispute had been referred to this Tribunal, the action of the management would be illegal, being in violation of section 33 of the Act. Palit in his letter of 16th January 1959 addressed to the Manager also raised a similar protest. It was,

therefore, that the management by its letter dated 21st January 1959 cancelled its earlier order and stated that he would thereafter work as sand stowing overman as before till further notice. The words "as sand stowing overman" have been used in this letter by the management with the ulterior motive of trying to establish that prior to the agreement Palit was working as such, but this is contradicted by what the company has stated in its written statement where it is admitted that Palit was working as stowing incharge and looking after the stowing work in all the three shifts. The words 'as before' in the letter clearly indicate that even after his duties were limited to one shift Palit was to continue discharging the duties of a stowing incharge. The rest of the letter dated 21st January 1959 also suggests that he was to work as before in the general shift and that he would also have to work overtime as and when required. In my opinion, even after the agreement of 19th December 1958 Palit continued to do the same work as he was doing prior to that agreement. In fact the Manager of the colliery Shri Kumur Ranjan Dutt in his evidence has stated that since 1953 Palit did not attend other shifts except the general shift, unless and until he was advised by him to attend to other shifts. The same position remains even after the agreement of 19th December 1958, inasmuch as is recorded in the Agent's letter of 21st January 1959, Palit was to work in one shift and attend overtime in other shifts only on the instructions from the Manager. I am, therefore, of the opinion that the limitation of Palit's duties to one shift under the agreement of 19th December 1958 has not in any manner changed the nature of the work he was doing as stowing in-charge or the responsibility attached to that post.

22. The Company has argued that in asking for a higher pay as Stowing-in-charge for Palit, the Union had raised a dispute regarding promotion. This is an attempt to misconstrue the reference. The demand for higher wages is on the basis that Palit who is admittedly a Stowing-in-charge, is entitled to higher wages than what he is being paid. The demand is for proper higher wages for the more responsible duties already being performed and is therefore not one for promotion.

23. The main question that falls for consideration in this dispute is whether as incharge of stowing Palit was performing more responsible duties than an overman in the colliery. The company's contention is that Palit's duties are the same as those of other overmen in this colliery and it argues that except one, all the other overmen in the colliery are senior to him in service and some are better qualified than Palit, inasmuch as two of them possess rescue operation certificates while Palit does not possess that qualification. But, that is not a necessary qualification for holding the post of incharge and the fact that Palit does not hold this certificate cannot, in my opinion, disentitle him from getting the proper wages for the more responsible work he is doing. The company admits that whilst the responsibilities of overman in the colliery are confined to the one shift on which they are on duty, Palit as incharge stowing is responsible for the proper stowing work in the colliery which is continuous and which is spread over all the three shifts. In para 2 of the company's written statement it is stated by the management:

"When the present management took over the colliery in January 1955 he had been looking after the sand stowing work in the colliery and therefore had not been doing the normal duties of an overman as laid down in the Regulations. *It is true that he had been looking after that work done by the workmen concerned in all the 3 shifts,* but it is submitted that he had never been present throughout the 3 shifts apart from its physical impossibility or for the whole period." (Underlining is mine).

This is a clear admission that Palit's responsibilities were not confined to work in the one shift as is the case with overmen, but that his responsibilities were for the proper stowing work in all the three shifts. It is also clear that he had been doing this work since November 1949, and therefore had considerable experience of that work. That is evidently the reason why he had preference over the other overmen by having been continued as incharge stowing after the colliery was taken over by this management. He is thus under Appendix XVII of the Majumdar Award an overman incharge or "incharge" which is admittedly a higher and more responsible category than that of an overman.

24. I am also not impressed with the company's contention that if Palit were given higher pay it would create discontent among the other overmen. There can be no ground for any such apprehension as the other overmen are working

In one shift and their responsibilities are limited to that shift only while Palit's responsibilities extend for stowing work in all the shifts.

25. The management has urged in its written statement and also argued at the hearing that claim for higher wages was not justified as the dispute for the same was raised for the first time on 16th January 1958, 8 years after Palit had been receiving overman's wages. But Palit's case is that till the Majumdar Award came into force on 26th May 1956, he was being paid additional wages between Rs. 75 and Rs. 90 per month by vouchers, and in his evidence Palit has stated so. In my opinion Palit was speaking the truth when he stated that he was being paid these extra wages by vouchers and I accept his statement. It is well known that there is a practice in the collieries to pay workmen additional wages by vouchers and such wages are not entered in the wage sheets. It was after the Majumdar Award was implemented and the company had stopped making these extra payments by vouchers that Palit stopped lifting his wages first in August 1956 and thereafter from August 1957. This conduct lends support to his story that prior to the implementation of the Majumdar Award he was paid extra wages by vouchers for the more responsible work he was doing. The Manager of the colliery Shri Kumud Ranjan Dutt has denied any knowledge of payments being made to Palit by vouchers. But I am not at all impressed by the evidence of this witness. According to him Palit had never done any overtime work at all in the colliery. I am not at all inclined to accept this story in view of the fact that the company agreed to pay Palit overtime at the rate of 1½ hours for each day during 1957 and 1958 in which he has worked in the second and third shifts. The management has filed a statement Exhibit E/6 which shows that during 1957 Palit had worked in the second shift for 73 days and in the night shift for 28 days and that in 1958 he had worked in the back shift for 167 days and in the night shift for 27 days. On that basis, the total amount of overtime wages payable to him under the agreement reached before Shri Bhatt had amounted to Rs. 711-0-8 pias. Yet Shri Dutt, the Manager, has stated that he did not sign the agreement reached because according to him the records of overtime work by Palit in the company is incorrect and that higher overtime had been recorded than what Palit had worked under his instructions. Shri Dutt had stated that he had given oral instructions and not written instructions to Palit to work overtime and that it was a practice in the colliery for giving the oral instructions for working overtime. The surprising part, as admitted by the Manager, is that whilst overtime payments are required to be shown in the wage sheets and paid along with the wages, in this company the overtime is not shown in the wage sheets but separate records are maintained for the same. Though the Manager admits having given oral instructions to Palit to work overtime, yet the company in its correspondence with the Chief Inspector of Mines by its letter dated 10th June 1958 had specifically stated that Palit had never been asked to do overtime work and therefore the question of overtime work does not arise at all. The Manager in his evidence has stated that he also orally asked Palit to do overtime work on the surface, yet there is no entry in the company's record of any overtime work having been done by Palit on the surface. I am, therefore, convinced that the management had unquestionably taken considerably overtime work from Palit in the second and third shifts and had dishonestly been denying liability for the same.

26. The next question is what should be the proper scale of pay to be prescribed for Palit for the work of stowing incharge which he performed. The Union in its written statement has claimed a scale of Rs. 110—10—250. It was however stated at the hearing that the In-charge of the Bhowra Colliery—another colliery belonging to the company, the In-charge is paid a salary in the scale of Rs. 110—8—150—10—200. This scale of pay is admitted but there is no evidence on the duties performed by the In-charge of the Bhowra Colliery. There is, however, no doubt that as in-charge Palit would be entitled to a higher scale of pay than the scale of pay fixed for overmen by the Majumdar Award as modified by the decision of the Labour Appellate Tribunal which as I have stated earlier is Rs. 75—5—105—6—111. The In-charge has been shown in Appendix XVII of the Majumdar Award in a higher category than an Overman. Considering the general scheme on which the wages for the various categories of the workmen has been fixed by the Majumdar Award and the decision of the Labour Appellate Tribunal, and also considering the duties performed by Shri Palit and after giving consideration to the submissions made by the parties, I am of the opinion that the scale of Rs. 110—10—250, claimed by the Union is excessive with regard to the maximum of the scale and its span. I think that taking into consideration all the facts and circumstances into account, the proper scale to prescribe should be Rs. 110—8—150—10—200 and I prescribe that scale of basic pay for Shri Palit.

27. The next question to decide is from what date Palit should be given the benefit of that scale of pay. Considering that Palit has in any case since August 1957 protested against the pay of overman fixed for him, I direct that he should get the benefit of the scale of basic pay of Rs. 110—8—150—10—200, with effect from 1st August 1957. The basic salary which he was drawing as on 1st August 1957 shall be adjusted in the prescribed scale and I direct accordingly. The difference in his basic pay and the consequent benefit of increase in the dearness allowance and other allowances, including quarterly bonus, shall be calculated and paid to him within one month from the date this award comes into force.

28. As I am satisfied that the claim is justified and was wrongly resisted by the management, I award Rs. 250 (Two hundred and fifty) as costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. LR II-2(162)/58.]

New Delhi, the 7th July 1959

S.O. 1582.—The following Corrigendum is published for general information:—

“CORRIGENDUM

[Under Rule 28 of the Industrial Disputes (Central) Rules, 1957]

In the Order of the Government of India, Ministry of Labour and Employment No. S.O. 980, dated the 22nd April, 1959, published in the Gazette of India, Part II, Section 3(ii) dated the 2nd May, 1959, for the figures and words “2nd March, 1959” read the figures and words “2nd April, 1959” as the date of the award.

(Sd.) G. S. JABBI,
Additional Chief Inspector of Mines in India,
Arbitrator.”

Dhanbad;

Dated 11th June, 1959.

[No. LR II-1(1)/59.]

S.O. 1583.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi, on the applications under Section 33A of the Act submitted by certain workmen of Messrs. Bikaner Gypsums Ltd., Bikaner.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI
PRESENT:

SHRI E. KRISHNA MURTI,
Central Government Industrial Tribunal.

15th June, 1959.

Applications U/s 33A of the Industrial Disputes Act, 1947.

I.D. No. 355 of 1959.
Between R. N. Bhatnagar, T. No. 245,
I.D. No. 357 of 1959.
Between Labh Chand, S/o Bishna Ram, T. No. 1377,
I.D. No. 358 of 1959.
Between Rahim Shah, T. No. 272,
I.D. No. 364 of 1959.
Between Ram Kishan, Driller,
I.D. No. 368 of 1959.
Between Gokul Singh, S/o Dalwan Singh,
T. No. 533.
I.D. No. 369 of 1959.
Between Gorli, W/o Kishna, T. No. 1022,
I.D. No. 370 of 1959.
Between Phirozli, W/o Nabi Bux,
I.D. No. 372 of 1959.
Between Abdul Shakoor, S/o Shri Ramzani,
T. No. 616.
I.D. No. 373 of 1959.
Between Panney Khan, T. No. 265.
I.D. No. 375 of 1959.
Between Chunkali, W/o Deen Mohammad.
I.D. No. 376 of 1959.
Between Ram Deo Kajaria, T. No. 247—Applicants.

C/o Gypsum Mine
Workers' Union, P/o
Jamsar, (District
Bikaner).

AND

The Management of M/s. Bikaner Gypsums Ltd., Rani Bazar, Bikaner—
Opposite Party.

In the matter of Reference I.D. No. 245 of 1958

Shri Natta—for the *Applicants.*

Dr. Anand Parkash—for the *Opposite Party.*

I.D. No. 359 of 1959.

Between Bhanwaroo Khan, S/o Ami Khan, T. No. 298.

I.D. No. 367 of 1959.

Between Hussainia, T. No. 838.

I.D. No. 393 of 1959.

Between Sunder Lal Thanvi, T. No. 367, Sampler

—*Applicants.*

} C/o Gypsum Mine
Workers' Union,
P/O Jamsar,
(District Bikaner).

AND

The management of M/s. Bikaner Gypsums Ltd., Rani Bazar, Bikaner—
Opposite Party.

In the matter of Reference I.D. No. 245 of 1958

Shri Natta—for the *Applicants.*

Dr. Anand Parkash—for the *Opposite Party.*

AWARD

These are petitions under Section 33A of the Industrial Disputes Act.

2. The allegations in petitions No. 355, 357, 358, 364, 368—370, 372, 373, 375, and 376 of 1959 are practically identical and are to the effect, that the several petitioners are permanent workmen in the employment of the opposite party, Messrs. Bikaner Gypsums Ltd., that the management served charge-sheets, accusing them of mis-conduct, that each of the petitioners was punished by the management, that the increments due were withheld, that wages for the period of suspension were also withheld, that the workmen have lost also the right to continuity of service, that the action of the management is illegal, as they did not obtain for their action previous permission in writing of the Tribunal, and that the order passed by the management should be set aside.

3. The allegations in petitions No. 359, 367, and 393 of 1959 are practically identical, and they are to the effect, that the several petitioners are concerned workmen in the proceeding in I.D. No. 245 of 1958, that they are permanent workmen of the opposite party, that their service conditions have been altered to their prejudice, that each of the workmen was issued a letter to the effect, that he was guilty of the misconduct with which he had been charged, and that all the petitioners were administered a warning and their wages for the period of suspension were withheld, that this amounts clearly to punishment, and that the said punishment awarded by the opposite party is illegal and void.

4. The contention on behalf of the management, is that the several petitions, as brought, are mis-conceived, that they are not maintainable under Section 33A of the Industrial Disputes Act, that there has been no contravention of Section 33, that the action taken by the management in every case is valid and justified, that the action taken by the management does not amount to punishment, and that the petitions should be dismissed.

5. The points for decision are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petitions, as brought, are maintainable?
- (3) Whether the action taken by the management is valid and justified?
- (4) To what relief, if any, are the several workmen entitled?

Points No. 1 and 2.

6. These several petitions have been heard together at the request of parties, and are disposed of by a common judgment.

7. These petitions have been filed under Section 33A of the Industrial Disputes Act by the petitioners, who claim to be permanent workmen in the employment of Messrs. Bikaner Gypsums Ltd. There is a dispute, I.D. No. 245 of 1958, pending adjudication, and the reference therein is dated 22nd December, 1958.

8. According to the case of the management, there was a strike in the mines in October, 1958. In I.D. Nos. 359, 367 and 393 of 1959, the several petitioners were

served with charge-sheets dated 14th October 1958, accusing them of misconduct in connection with the said strike. Ext. M/1 in each of the petitions is the charge-sheet served on the respective petitioners. Ext. M/2 in each of the petitions dated 6th February 1959 is the order of the Mines Manager addressed to the several petitioners, stating, that the workmen were guilty of some of the charges contained in the charge-sheets, that the management had decided to let them off with a warning, and that, as they had been found guilty of some of the charges in the charge-sheets, their pay for the suspension period was withheld under Standing Order 23(e).

9. In the other petitions, referred to above, the charge-sheet is dated 27th October 1958, and the workmen were charged with misconduct in connection with the strike in October, 1958 in the Mines. In these several petitions it is alleged, that the management inflicted the punishment of stoppage of increments and withholding of wages for the suspension period.

10. The several petitioners complain, that the action taken by the management against them amounts to alteration of conditions of service, that there is a contravention of Section 33, that they have been also unlawfully punished, that such punishment is illegal, that the order passed by the management should be set aside, and that the wages and increments withheld should be restored to them.

11. At the outset the preliminary objection has been taken on behalf of the management, that these several petitions are not maintainable under law. It is contended, that, there has been no contravention of Section 33 in any manner, and that, therefore, in the absence of such contravention, no petition can lie under Section 33A. It cannot be gain said, that it is only where an employer contravenes the provisions of Section 33 during the pendency of proceedings before a Tribunal, an employee aggrieved by such contravention may make a complaint in writing in the prescribed manner to the said Tribunal under Section 33A. The point for decision is, whether the action taken by the management contravenes Section 33.

12. Firstly, the contention on behalf of the workmen is, that Section 33(1) applies to the facts of this case, and that the employer should have taken previous permission in writing of the Tribunal before taking the action complained of. This contention cannot be sustained. The charge-sheets are in connection with the strike that took place in October, 1958. The reference in I.D. No. 245 of 1958 was made in December, 1958 and it relates to bonus, gratuity, and other matters. Therefore, the misconduct, with which the several petitioners were charged, is with respect to a matter unconnected with the dispute, which gave rise to the reference. It is no doubt admitted by the management, that the several petitioners are workmen concerned in the dispute, I.D. No. 245 of 1958, but, as argued on behalf of the management, they were dealt with for misconduct unconnected with the dispute, which gave rise to the reference in I.D. No. 245 of 1958. Section 33(1) can have no application to the facts of this case. The contention, that Section 33(1) applies to the facts of these petitions, must be rejected.

13. Secondly, it is clear, that Section 33(2) deals with misconduct not connected with the dispute. The petitioners, if at all, can refer only to sub-section (2). The contention however on behalf of the management is, that the action taken by them does not amount to punishment. In some of the petitions the workmen were administered a warning. A mere warning cannot be considered by itself to be punishment, or an alteration of the conditions of service. The matter does not however rest here. The management withheld wages for the period of suspension, and also stopped increments. The contention on behalf of the management is, that withholding of wages does not amount to punishment. This contention cannot be sustained. Though there might have been suspension pending an enquiry, as a result of the final order passed in the petitions, the workmen have been deprived of wages for the period of suspension. This certainly does amount to punishment.

14. In some of the other petitions not only is there deprivation of wages for the suspension period, but also stoppage of increments. Increments, which are otherwise due, can be withheld only for misconduct or inefficiency. In my opinion, withholding of increments, which are otherwise due, does amount to punishment.

15. However, the petitioners cannot take advantage of Section 33(2) in these petitions. An employer, is under an obligation to pay one month's wages and to file an application for approval of the action taken by him only if a workman

is discharged or dismissed. It is not in the case of every kind of punishment that the employer is bound to pay wages for one month and file an application for approval. The proviso makes it clear, that no workman shall be discharged or dismissed unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. On a plain reading of the proviso, it is only when the management inflict the punishment of dismissal or discharge, that they will be bound to pay one month's wages and obtain approval. The punishment in all the petitions is neither by way of discharge nor dismissal. Mere administering of a warning, or withholding of wages for the period of suspension, or stopping of increments, cannot be brought within the mischief of the proviso to Section 33. In these circumstances, Section 33(2) is not applicable to the facts of this case.

16. In the above circumstances, the conclusion is obvious, that there has been no contravention of Section 33(1) and (2). It is not contended before me, that Section 33(3) applies to the facts of this case, and it is not a case where any protected workman is involved. When Section 33 has not been contravened, no application under Section 33A lies. I find, that there has been no contravention of Section 33 of the Industrial Disputes Act by the management in any manner whatsoever, and that these several petitions under Section 33A are mis-conceived and do not lie.

Point No. 3.

17. In view of my finding, that the petitions are not maintainable, it is unnecessary to go into the question about the justifiability of the action taken by the management, or into the merits of the case. All questions relating to the merits of the case in the several petitions are left open, and are not decided herein.

Point No. 4.

18. As the petitions are not maintainable under law, the several petitioners are not entitled to any relief in these petitions.

19. In the result, all the petitions are dismissed. No order as to costs.

20. An award is passed accordingly in each of the above-mentioned petitions.

(Eight pages).

15th June, 1959.

E. KRISHNA MURTI,

Central Government Industrial Tribunal, Delhi.

[No. LR II-23(15)/59.]

ORDERS

New Delhi, the 1st July 1959

S.O. 1584.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Religara Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Religara Colliery was justified in placing Shri S. K. Roy Choudhury, Clerk in the Store Section in Grade II after 5th February, 1958 under the Award of the All India Industrial Tribunal (Colliery Disputes) as modified by the decision of the Labour Appellate Tribunal, and if not, to what relief he is entitled?

[No. F.LR II-2(47)59.]

S.O. 1585.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the quarry owners specified in Schedule I annexed hereto and their workmen in respect of the matters specified in Schedule II hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal at Dhanbad constituted under section 7-A of the said Act.

SCHEDULE I

1. Seth Jialdas, Pakur Stone Quarry, Pakur, S. P.
2. Seth Pritamdas, Pakur Stone Quarry, Pakur, S. P.
3. M/s. Maitram Sagarmal, Pakur Stone Quarry, Pakur, S. P.
4. M/s. Sagarmal Baijnath, Pakur Stone Quarry, Pakur, S. P.
5. M/s. Black Stone Products Ltd., Pakur, S. P.
6. M/s. Asoka Stone Co., Pakur.
7. Seth Hirdumal Pakur Stone Quarry, Pakur, S. P.
8. Seth Pannalal, Pakur Stone Quarry, Pakur, S. P.
9. M/s. Concrete Metal Corporation, Pakur, S. P.
10. M/s. Khajan Singh and Sons, Pakur, S. P.
11. M/s. Venjhar Sindhi, Stone Factory, Pakur, S. P.
12. Kumar G. C. Pandey, Pakur Stone Quarry, Pakur, S. P.
13. M/s. D. P. Tewari, Stone Quarry, Mozurkola, S. P.
14. M/s. D. P. Tewari, Stone Quarry, P.O. Malpahary, S. P.
15. Seth Gobindram, Pakur Stone Quarry, Pakur, S. P.
16. Seth Gurudasmal, Pakur Stone Quarry, Pakur, S. P.

SCHEDULE II

What shall be the rates of wages separately for mining and carting of stones and from what date they shall be payable?

[No. LR II-22(5)/59.]

New Delhi, the 4th July 1959

S.O. 1586.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs Indian Iron and Steel Co. Gua Ore Mines, Gua and their workmen employed through their petty contractors in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the workmen employed through the petty contractors of Messrs Indian Iron and Steel Co., at Gua, Chiria and Manoharpur are entitled to the same rates of wages, bonus, holidays and leave facilities as are enjoyed by the workmen employed through the raising contractors of the said Company, and if so, whether the management of Messrs Indian Iron & Steel Co., or the petty contractors shall be responsible for granting them to the workmen.

[No. LR II-64(33)/58.]

A. P. VEERA RAGHAVAN, Under Secy.

ORDER

New Delhi, 2nd July 1959

S.O. 1587.—Whereas the industrial dispute between the employers in relation to Messrs Killick Nixon and Company Limited, Bombay and their workmen was referred for adjudication to the Central Government Industrial Tribunal at Nagpur, with Shri P. D. Vyas as the Presiding Officer, by the Order of the Government of India in the Ministry of Labour and Employment No. S.O. 1723, dated the 14th August 1958:

And whereas the services of Shri P. D. Vyas have ceased to be available;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7-A of the said Act.

[LRIV.3(52)/54.]

A. L. HANDA, Under Secy.